

INDIGO HOMES PROMOTION

TERMS AND CONDITIONS

Who is running the competition?	The Promoter is Indigo Homes Pty Ltd (ABN <u>97 104 979 937</u>) 8 Murdoch Circuit, Acacia Ridge Qld 4110. Phone (07) 3370 6000.
When will the competition start and end?	The competition starts at 12.01am (AEST) on 6/1/18 and ends at 11.59pm (AEST) on 1/4/18 (the Competition Period).
Who can enter?	Only Australian residents aged 18 or over can enter.
Who can't enter?	Director, officers, management and employees of: a. The Promoter; or b. the agencies or companies associated with this competition, and their immediate families, can't enter.
Where will the competition run?	The competition will run at Rochedale and Pimpama Display Homes.
Do I need to buy anything to enter?	No,
Entry instructions	Entry information is provided at both display centres at point of entry.
How many winners will there be?	There will be a single winner of the prize of one only \$1500 Freedom Furniture Voucher.
How is the prize awarded?	
	There will be one major draw.
How are major prizes awarded?	The major draw will be held at 11am on 4/4/18. The first valid entry drawn randomly from the entries received will win the major prize. The Promoter may draw additional reserve entries in this draw and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).
What can I win?	The winner will receive a Freedom Furniture voucher to the value of \$1500.
Total prize pool	The total prize is valued at \$1500.
How many times can I enter?	You can only enter once unless during the competition period you pay a deposit to Indigo Homes for the construction of a new home. Deposited entrants will receive an additional 4 entries.
How and when will the winner be informed?	If you are the winner, you will be informed in writing (and by phone) within two days of determination and the winner will have their name and state/territory of residence published on the Website and Facebook on 6/4/18 for a period of 28 days.
If I win, when must I claim my prize?	You must claim your prize by 5pm (AEST) on 18/4/18.
What if I don't claim my prize on time?	If a prize has not been accepted or claimed by 5pm (AEST) on 18/4/18 or if, after making reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the relevant prize to Reserve Entrant/s. Any such winner will be informed in writing and by phone within two days and have their name and state/territory of residence published on the Website and Facebook on 20/4/18 for a period of 28 days.
Permit numbers	Not required. Cat 4 promotional classification as per office of Liquor and Gaming Regulation. 1. These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

ENTRY

2. Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. You will receive a return online message confirming your entry. The Promoter is not liable for any problems with communication networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

PRIZES

3. The prize is subject to the prize supplier's conditions, including validity periods.

GENERAL

4. If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.

5. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

6. You must not:

- a. tamper with the entry process;
- b. engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- c. act in a disruptive, annoying, threatening, abusive or harassing manner;
- d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- e. breach any law; or
- f. behave in a way that is otherwise inappropriate.

7. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

8. The Promoter's decision in connection with all aspects of this competition is final.

9. Prizes cannot be transferred or exchanged nor redeemed for cash. The prize value is correct at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

10. By entering, you request that your full address not be published.

11. Printing any other quality control errors outside the Promoter's control will not invalidate an otherwise valid instant win prize claim. Every instant win prize claim in excess of the advertised instant win prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.

12. If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communication issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

13. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Officer's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

LIABILITY

14. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

15. Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

16. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.

17. The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

COLLECTION AND USE OF YOUR PERSONAL INFORMATION

18. The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communication with you or storing data. By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging.