

Detailed competition terms and conditions – win a Freedom Gift Voucher – Realmark Connect Promotion

8 October 2018

Promoter	<p>1. This competition is a promotion run by Realmark Connect Pty Ltd ABN 76 1692 646 35 (Promoter). Address: 658 Newcastle Street Leederville WA 6007 Telephone: 08 9328 0999 Website: https://www.realmark.com.au/</p>
Entrants	<p>2. The competition is open to residents of Australia 18 years and over. 3. You must either own or legally occupy the premises in which the space photographed for your entry is located. The premises must be located in Western Australia. The competition is open to residential and commercial property. 4. Employees and immediate family members of the Promoter, associated companies and related entities of the Promoter (including Realmark Licensed Businesses) and persons or entities who have sponsored the promotion (Promotion Sponsor) are ineligible to enter.</p>
Promotion period	<p>5. The competition commences 8 October 2018 at 10 am AWST and closes 5:00pm AWST 14 December 2018 (Promotion Period). 6. The competition will be drawn/winner selected at 10:00am AWST on 17 December 2018 at the Realmark Corporate Offices, Level 1, 658 Newcastle Street, Leederville.</p>
How to enter	<p>7. To enter, entrants must during the Promotion Period: a) follow and continue to follow during the Promotion Period Realmark’s Facebook page @RealmarkRE; and b) upload a picture of your ‘daggy room’ in your home, office or business to the relevant post about this competition on the Realmark Facebook with the hashtag #daggyoom. 8. One (1) entry per person. 9. Participation in this competition constitutes acceptance of these Terms and Conditions.</p>
Prize description	<p>10. The winner will receive 2 x \$5,000 Freedom Vouchers totalling \$10,000 in value. 11. The winner is responsible for the redemption of the voucher and collection of the prize from the Promoter.</p>
Winner selection	<p>12. There will be one winner in this competition who will be chosen by a judging panel selected by the Promoter from complying entries compiled by the Promoter as being “the daggiest space’ in Western Australia. 13. The winner will be notified by via social media (i.e. DM). 14. The winner must take the prize by 5:00 pm AWST on 10 January 2019. 15. If a prize remains unclaimed by a winner or unallocated for any reason by 5:00 pm AWST on 10 January 2019, the prize will be forfeited, and no cash or other alternative will be offered to that winner. 16. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be allocated to the space identified as the second daggiest space in Western Australia and will be notified on or around 11 January 2019 and the prize must be collected by 31 January 2019. If the prize remains unclaimed the prize will be forfeited, and no cash or other alternative will be offered to that second-place winner.</p>
Conduct of the Promotion	<p>17. Entries and information on prizes and how to enter form part of these terms and conditions. Entries not completed in accordance with these Terms and Conditions are ineligible. 18. The Promotion commences on the Start Date and runs for the Promotional Period ending on the end date. 19. Prize components may alter at the discretion of the Promoter. The Promoter reserves the right to substitute with an alternative voucher for a similar retailer or cash of equal or greater value. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. 20. Valid entries by eligible entrants will be accepted during the Promotional Period. No entries will be accepted after this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason. 21. The Promoter reserves the right to request winners to sign a winner’s deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a</p>

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	<p>winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.</p> <p>22. All entries become the property of the Promoter. No responsibility is accepted for late, lost or misdirected entries.</p> <p>23. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third-party rights, including intellectual property rights. The Promoter reserves the right to remove any inappropriate tag from competition entries.</p> <p>24. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details including the right to request proof of an entrant's identity, age and residency. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.</p> <p>25. The Promoter reserves the right to disqualify an entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.</p> <p>26. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition.</p> <p>27. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.</p> <p>28. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website or social media platform of entry via their internet service provider. Internet service provider fees may vary.</p>
<p>Receipt of the prize and promotional activities</p>	<p>29. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such.</p> <p>30. Without limiting the forgoing, unless expressly stated in the terms and conditions all other expenses are the responsibility of the winner. Prizes are subject to the standard terms and conditions of individual prize suppliers. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize for example an expiry date on a gift voucher.</p> <p>31. Except as otherwise stated in these terms and conditions, the prize is not transferable, exchangeable or redeemable for cash.</p> <p>32. If the prize consists of any gift cards of any third-party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any other form of currency, and will not be replaced or refunded if the gift card is lost or stolen.</p> <p>33. If a prize is provided to the Promoter by a third-party supplier and/or is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third-party supplier to meet any obligations in these Terms and Conditions or otherwise. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.</p> <p>34. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.</p> <p>35. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.</p> <p>36. The winner's name will also be publicised by the Promoter on their social networking sites, website and other media and publications.</p> <p>37. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use. Entrants must agree to make themselves available to any reasonable publicity requests made in relation to this competition without charge at a time specified by Realmark.</p>

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	<p>38. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation</p> <p>39. Should an entrant's contact details change during the Promotion, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.</p>
Personal information	<p>40. The personal information you are providing to participate in this promotion will be submitted to the Promoter. We will collect, use, hold and disclose your personal information for the purpose of conducting and promoting this promotion, including for the purpose of identifying and notifying winners and understanding our audiences, and for future direct marketing purposes (until you opt out). We may disclose your personal information to our related parties, contractors, agents, government bodies, local authorities and to our service providers for these purposes. We will otherwise collect, hold, use and disclose your personal information in accordance with the Realmark Privacy Policy, which sets out how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information. To view the Realmark Privacy Policy in full detail, www.realmark.com.au.</p> <p>41. If there is a Promotion Sponsor, the Promotion Sponsor may be provided with the personal information provided of an entrant for marketing purposes as if the entrant has given their consent to be contacted by the Promotion Sponsor.</p>
Rights to intellectual property	<p>42. Where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (Content):</p> <p>a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity; b) the Content must be the work of the individual submitting it; c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion; d) before submitting the Content, entrants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Entrants must obtain any other permissions required for the submission of the Content; e) each entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it; f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant; h) the intellectual property rights in the Content submitted by an entrant remains with the relevant Entrant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each entrant grants a worldwide, irrevocable, perpetual licence to the Promoter to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The entrant acknowledges that the Promoter is free to use the Content and to exercise its rights in relation thereto and the entrant will not be entitled to any fee for such use; and i) the entrant hereby consents to the Promoter using their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The entrant will not be entitled to any remuneration for such use.</p>
Use of social media	<p>43. The following terms apply to the extent that the promotion is conducted on, advertised or promoted on a social media platform owned by a third party (Platform Operator): a) the Entrant acknowledges and agrees that the promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator b) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and c) to the extent relevant to the promotion, the Promoter agrees and each entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.</p>
Limitation of liability and exclusions	<p>44. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.</p>

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	<p>45. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); b) any theft, unauthorised access or third party interference; c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; d) any variation in prize value to that stated in these Terms and Conditions; e) any tax liability incurred by a winner or Entrant; or f) use of a prize.</p>
<p>General</p>	<p>46. Entry into this competition signifies acceptance of all conditions. 47. The Promoter reserves the right to limit entry or amend rules if considered necessary without notice. 48. This Promotion is subject to the laws of Western Australia. 49. These terms and conditions were published on 8 October 2018.</p>