

TERMS AND CONDITIONS FOR SANCTUARY BY SEKISUI HOUSE 'WIN ONE OF THREE \$1,000 VISA GIFT CARDS!'

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this 'Sanctuary by Sekisui House WIN ONE OF THREE \$1,000 VISA GIFT CARDS' ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on Australian Eastern Standard Time (AEST).

ELIGIBILITY

2. Subject to condition **3**, this Promotion is only open to Australian residents **aged 18 years or over**.
3. The following are ineligible: (i) employees of the Promoter, Sekisui House Australia or any of the Promoter's agencies that are associated with the Promotion, (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

4. This Promotion commences on **9:00 AM 25 JANUARY 2020** and ends at **5:00 PM AEST** on **29 FEBRUARY 2020** ("Promotional Period").

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - Place a deposit on an apartment at Sanctuary by Sekisui House – Stage One Landing
 - Transaction must be completed before 4:59PM AEST on 29 February 2020 ("Promotion Period")
 - Complete the entry form, provide to Sales Consultant and go into the draw to win.

LIMITS ON ENTRY

6. Multiple entries permitted per person; however entry must be **substantially unique** and submitted separately and in accordance with entry requirements.

DRAW DETAILS

7. The draw will take place at the Sanctuary by Sekisui House Display Suite, Shop 9, 1 Burroway Road, Wentworth Point NSW 2127 at **4:30pm** on **Monday 2 March 2020**. The Promoter reserves the right to draw reserves in case an invalid entry or invalid entrant.

WINNER NOTIFICATION

8. The provisional winner(s) will be notified via telephone within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. Any NSW winner of a prize valued at over \$1,000 will have their name and postcode published online at WentworthPoint_Sanctuary Instagram Page and Sanctuary Wentworth Point Facebook Page from **Monday 9 March 2020**.

PRIZES

9. The first three (3) valid **entry/entries** randomly selected, from all valid entries received, will win the prize of one (1) \$1,000 Visa Gift Card valued at AUD\$1,000.
10. Any ancillary costs associated with redeeming the Visa Gift Card are not included. Any unused balance of the Visa Gift Card will not be awarded as cash. Visa Gift Cards are issued by Corporate Prepaid Gift Cards Pty Ltd ACN: 092 828 772.

UNCLAIMED PRIZE DRAW

11. A draw for any prize, if unclaimed, may take place on **9 March 2020** the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Any NSW winner of a prize valued at over \$1,000 will have their name and postcode published online at WentworthPoint_Sanctuary Instagram Page and Sanctuary Wentworth Point Facebook Page from 20 March 2020.

GENERAL

12. Incomplete, indecipherable or illegible entries will be deemed invalid.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. If for any reason a winner does not take the prize or an element of the prize at the time, stipulated, then the prize will be forfeited and will not be redeemable for cash.
15. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is **\$3,000**.
17. Prizes, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of the Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. The Promoter's decision is final and no correspondence will be entered into.
22. 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, 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 NonExcludable Guarantees, the Promoter and the Sekisui House of companies (including their respective officers, employees and agents) exclude 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.
23. Except for any liability that cannot by law be excluded, including the NonExcludable Guarantees, the Promoter and the Sekisui House of companies/entities (including their respective officers, employees and agents) are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

PRIVACY

24. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Sanctuary database. The Promoter and Sekisui House may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Sekisui House Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Sekisui House Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please write to the Marketing Officer for Sanctuary, 68 Waterloo Road, Macquarie Park NSW 2113. Information will be removed as soon as reasonably possible in accordance with our Sekisui House Privacy Policy and applicable laws. To view the Sekisui House Privacy Policy, please visit www.sekisuihouse.com.au/privacy-policy. All entries remain the property of the Promoter.
25. The "**Promoter**" is SH Hill Road Development Pty Ltd ABN 53 614 406 058 (in its capacity as an part of an entity of SEKISUI HOUSE AUSTRALIA HOLDINGS PTY LTD ABN 71 134 688 510) of 68 Waterloo Road, Macquarie Park, NSW 2113. Telephone: (02) 8817 1400.
26. The "**SH Hill Road Development Pty Ltd**" means the Promoter, each of the Promoter's related bodies corporate, each person with whom the Promoter or any of its related bodies corporate is in joint venture or partnership, and each entity, trust, partnership or fiduciary arrangement (including each managed investment scheme) of any nature of which the Promoter or any of its related bodies corporate has been, is or becomes the trustee, manager or responsible entity including, without limitation, Sanctuary by Sekisui House and Sekisui House Australia Holdings Pty Ltd.