

## Competition Rules

### Terms and Conditions for Competitions and Giveaways

Full Terms and Conditions

#### **OBrien Real Estate Carrum Downs Mazda CX5 Giveaway**

##### **General**

The Promoter is OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs of Shop 4 & 5, 121 Hall Road, Carrum Downs VIC 3201, Telephone 03 9783 0688.

Information on how to enter and prizes form part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.

If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail?

##### **Who can enter**

1. Entry is open to all Australian Residents over the age of 18 except employees and immediate families of OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs and their associated companies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
2. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
3. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs reserves the right to request winners to provide proof of identity, proof of residency and proof property ownership at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

##### **When to enter**

4. Competition commences on 1<sup>st</sup> June 2024 and run through until 8<sup>th</sup> December 2024. Entries must be received by OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs prior to the competition close date.
5. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

## How to enter

6. List & sell, purchase or lease your property with OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs and you will go in the draw to win a Mazda CX5 valued over \$45,694
7. All client details must be entered in our CRM System by 8<sup>th</sup> December 2024 11:59pm. Winner will be announced by Monday 15<sup>th</sup> December 2024.
8. Entries will be lodged on behalf of the client by the agent or property manager.
9. If you are a rental provider and sign your property up to be managed by OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs to be eligible for this prize your property must remain under management by OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs for the term of the competition at a minimum.
10. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses.

## Number of Entries permitted

11. Only one entry and 1 specified entrant for each property will be permitted in the competition draw.

## Draw and Notification of winner

12. The winner in accordance with these Terms and Conditions will be drawn by a OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs representative by random draw, at OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs of Shop 4 & 5, 121 Hall Road, Carrum Downs VIC 3201, Telephone 03 9783 0688 at 12pm Wednesday 11<sup>th</sup> December 2024.
13. The winner will be notified by phone and email within 24 hours of the draw.
14. The prize will be awarded to the person named in the entry.
15. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs. A request to access or modify any information provided in an entry should be directed to OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs.

## Prize on offer

16. 1st prize Mazda CX5 valued over \$45,694. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs will select the model that will be given to the winner.
17. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
18. The prize cannot be transferred, exchanged or redeemed for cash.
19. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is

the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.

20. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs in its absolute discretion.
21. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs.

### **Further Terms and Conditions**

22. Subject to complying with all relevant State and Territory legislation, OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs reserves the right to amend, cancel or suspend this competition if an event beyond the control of OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. OBrien Real Estate will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
23. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
24. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
25. If the prize is unavailable, for whatever reason, OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
26. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

### **Copyright, Statutory guarantees, Waiver and liability**

26. In consideration for OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs awarding the prize to the winner, the winner hereby

permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs or the advertising or marketing thereof, in any media whatsoever throughout Australia and the winner will not be entitled to any fee for such use.

27. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
28. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for any liability which cannot be excluded by law. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
29. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs reserves the right in its sole discretion to disqualify any individual who OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion.
30. All entries become the property of OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs. OBrien Michelle Stephens Pty Ltd (ABN 54 866 201 330) T/A OBrien Real Estate Carrum Downs collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.