## **Terms and Conditions**

- 1. Henderson Real Estate Holdings Pty Ltd ABN 29 341 210 727 is 'The Promoter'.
- 2. Entry to the competition is open to residents of Australia except employees of Henderson Real Estate Holdings Pty Ltd, their immediate family, the proprietors and staff of companies involved in the production, publishing and administration of this promotion and their immediately family. Immediate family means parents, siblings, spouse, children and grandparents.
- 3. To be eligible for the prize the entrant must Like and Follow the following social media page;
  - Facebook www.facebook.com/mermaidbeachrealestate
- 4. Registration is free.
- 5. The winner will be selected at random from eligible entries.
- 6. Entries must include first name of child and age.
- 7. Only one entry per /child is permitted.
- 8. The Judge's decision is final and no correspondence will be entered into.
- 9. The prize cannot be transferred or exchanged. The prize cannot be redeemed for cash.
- 10. There are 3 x winners and the prizes are as follows;

## 3 x Chocolate Easter Egg Hampers

- 11. There are 3 prizes to be awarded to 3 separate winners.
- 12. The competition commences on 26th March 2020 at 8:00am and entries close on Tuesday 7th April 2020 at 12:00pm
- 13. The Trade Promotion decision will take place at the offices, or home offices, of The Promoter at 2406 Gold Coast Highway, Mermaid Beach QLD 4218 on Tuesday 7<sup>th</sup> April 2020.
- 14. The winner(s) will be notified in the comments section of the promotional post within two (2) days after the draw is conducted. By entering the competition the winner(s) agrees to their name being published on the John Henderson Real Estate Facebook site, Instagram page, weekly email report and any other marketing material produced by The Promoter.
- 15. Depending on lockdown restrictions or if the prize winner is confined to self-isolation due to the COVID-19 pandemic, the prize may be delivered to the winners doorstep by the Promoter if the location of the winner is in one of the following suburbs; Mermaid Beach, Mermaid Waters, Broadbeach, Broadbeach Waters, Clear Island Waters, Burleigh Waters, Burleigh Heads or Robina.
- 16. If outside of delivery location limits or the winner wishes to self-collect, the winner must collect their prize within 28 days, depending on lockdown restrictions imposed by the Government. If not collected by this date, the promoter will then have the discretion to dispose of or redistribute the said prize/s as seen fit. The promoter reserves the right to substitute any prize which may be unavailable at the time of fulfilling the giveaway with another prize of comparable value.
- 17. The Promoter reserves the right to substitute any prize which may be unavailable at the time of the decision of the Trade Promotion with another prize of comparable value.
- 18. The Promoter, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, and shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or of any personal injury suffered or sustained as a result of the prize except for any liability which cannot be excluded by law.
- 19. By entering the trade promotion, unless otherwise stated, each entrant agrees that The Promoter may use this information in any media for future promotion, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.
- 20. The Promoter reserves the right to request the winner to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the discretion of the promoter.
- 21. If the winner is under the age of 18 years the prize will be awarded to their parent or legal guardian.
- 22. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of the prize.
- 23. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of The Promoter, 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 rerun the trade promotion and/or disqualify any individual/s who tamper/s with the entry process.
- 24. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- 25. The personal information of the entrant will be stored in a database maintained by The Promoter. The Promoter may use this personal information to contact the entrant in respect to future research projects. A request to access, update, remove or correct the personal information of the entrant should be directed to The Promoter.
- 26. A failure by The Promoter to enforce any of these terms & conditions in any instance(s) will not give rise to any claim by any person.
- 27. The promoter reserves the right to change these general terms & conditions at any time without prior notice.
- 28. The Promoters decision is final.