

## "I Love Ramsgate Park" Social Media Promotion Terms and Conditions

By entering into the Promotion to win the Prize, you (**Entrant**) acknowledge and accept the following terms and conditions, as may be amended by the Promoter from time to time.

- 1. Promotion**                    "I love Ramsgate Park" Social Media Rebate Promotion
  
- 2. Promoter**                    JQZ Nine Pty Ltd ACN 167 994 167 as trustee for JQZ Nine Unit Trust ABN 26 431 817 599 (**JQZ**) of Retail 24 & 25 1 Nipper Street, Homebush, New South Wales, 2140
  
- 3. Promotional Period**                    Open        Monday, 5 October 2020  
Date:        6:00 am (AEST)  
  
Close        Saturday, 24 October, 2020  
Date:        3:00 pm (AEST)
  
- 4. Entry Restrictions**                    Entrants must:
  - be at least 18 years of age;
  - exchange an unconditional Contract for Sale of Land with JQZ for a purchase of a lot in "Ramsgate Park" at 152 – 206 Rocky Point Road, Kogarah ("**Ramsgate Lot**") within the Promotion Period and/or Consideration Period; and
  - submit only one entry (if the purchaser comprises of more than one person, only one of those persons may submit an entry).Entrants must not be employees, or immediate family members, of:
  - JQZ or its related bodies corporate; or
  - the selling agent for any of the Ramsgate Lots at any time; or
  - the Prize Promoter; or
  - Agencies associated with this promotion.
  
- 5. Consideration Period**                    Commences: 3:01 pm (AEST) on Saturday 24 October, 2020  
Ends: 5:00 pm (AEST) Wednesday, 18 November 2020
  
- 6. Prize**                                    A rebate of \$100,000 off the purchase price of the winning Entrant's purchased Ramsgate Lot to be deducted at settlement of that lot.
  
- 7. Promotion Procedures**                    **Entry procedure**  
To be entered into the Promotion, Entrants must, during the Promotion Period:
  - have personally attended Ramsgate Park and inspected a Ramsgate Lot available for sale with one of the Promoter's authorised agents;
  - share a positive post on its social media account which must:
    - (a) show a picture of the Entrant in Ramsgate Park; and
    - (b) set out an explanation by pictures and/or words as to why the Entrant loves Ramsgate Park;
  - tag JQZ by using the following tags and/or handles:
    - (a) #iloveramsgatepark
    - (b) #jqzdeveloper
  - ensure its entry post are on a public account or setting so it may be viewed and verified by JQZ;
  - keep the entry post up on their social media page or account for the whole duration of the Promotion Period and the Consideration Period;
  - email a copy of the post for confirmation to iloveramsgatepark@jqz.com.au ("**Submission Email**") by the Close Date of the Promotional Period;
  - provide to JQZ:
    - (a) the Entrant's full name;
    - (b) the Entrant's contact details; and
    - (c) the details of the Ramsgate Lot the Entrant's has entered into a Contract for Sale to purchase; and

- consent to receive marketing communications from JQZ.

#### **Winning Entrant selection and Prize claiming procedure**

- All social media posts and Submission Emails must be received by the Promoter by the Close Date of the Promotional Period to be considered for the Promotion by JQZ.
- JQZ will during the Consideration Period review and judge all entries and will select the winning Entrant in its absolute discretion.
- The winning Entrant will be notified by JQZ by response to their Submission e-mail by 5:00pm Friday, 20 November, 2020.

### **8. Additional Terms**

#### **The Prize**

- a. The Prize may only be redeemed as a rebate off the purchase price and is payable by JQZ as reduction off the purchase price at the winning Entrant's settlement of its Ramsgate Lot. The Prize may not be redeemed in any other manner (including substituted for cash) prior to settlement.
- b. The Prize may not to be redeemed or used in conjunction with any other promotion, prize or offer given by JQZ with respect to the Ramsgate Lots.
- c. The Prize is non-transferable and non-exchangeable.

#### **The Promotion**

- d. The Promoter may extend the Promotion Period in its absolute discretion.
- e. Throughout the Promotional Period the Promoter may contact Entrants to interact with the Entrants through various mediums (including social media).
- f. All Entrants may be required by the Promoter to participate in photography shoots, voice recordings, video and film recording(s) ("**materials**") and each Entrant acknowledges and agrees:
  - (i) to assign, by way of present assignment of future copyright, the right to use such materials; and
  - (ii) to the publication of such materials in any medium (including, without limitation, the internet) in any reasonable manner JQZ sees fit;
  - (iii) to JQZ publishing, broadcasting and communicating to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion; and
  - (iv) that the Entrants will not be compensated for the use of such materials.
- g. The Promoter is not responsible for any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure which may affect the Entrant's delivery of its Submission Email or otherwise preventing Entrants from successfully participating in the Promotion.
- h. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority (if applicable).
- i. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.

#### **Eligibility and Default**

- j. The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion and its compliance with any Entry Restrictions.
- k. If an Entrant is deemed by the Promoter in its absolute discretion to be ineligible, even if it has been notified as the winning Entrant, the Entrant may not participate further in the Promotion.
- l. Each Entrant acknowledges and agrees that all posts submitted as part of this Promotion must not:
  - (i) be of or contain offensive, obscene, defamatory, inappropriate or illegal content;
  - (ii) contain content which may denigrate or bring the Promoter into disrepute; and
  - (iii) contain copyrighted materials unless the express consent of the copyright owner is procured.
- m. JQZ may disqualify any Entrants who it considers to have breached any of these terms and conditions at its absolute discretion.
- n. All decisions are at the discretion of the Promoter and are not subject to dispute by the Entrant. No discussion or correspondence will be entered into in this regard.

#### **Limitation of Liability**

- o. The Promoter and its agencies and representatives associated with this Promotion, will not be liable for

- any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- p. The Entrant acknowledges that there may be inherent risks involved in entering the Promotion or taking or participating in the Prize(s), for which the Promoter accepts no responsibility. If Entry or a Prize involves travel, stunts or challenges the Promoter may, at its discretion, require the participants to:
    - submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and redeem a Prize; and
    - execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and redeem a Prize.
  - q. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes and each Entrant acknowledges that it should seek independent financial advice with respect to the Prize.

#### **Personal Information and Privacy**

- r. By entering the Promotion, each Entrant accepts these terms and conditions and agrees to the Promoter's Privacy Policy (<http://www.jqz.com.au/pdf/PRIVACY-POLICY-AND-DISCLAIMER.pdf>), as may be amended from time to time and available on the Promoter's website.
- s. Each Entrant consent to their personal information (as that term is defined in the Privacy Act 1988) being used for direct marketing by the Promoter, distribution by the Promoter and uses approved in the Promoter's Privacy Policy.
- t. Each Entrant acknowledges and agrees that JQZ reserves the rights to publish the winning Entrant's name and suburb on the JQZ website and in any promotional materials prepared by the Promoter, its agents and its subsidiaries.

#### **Regulatory**

- u. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these terms and conditions and will not be responsible for breach of any such implied terms.
- v. These Terms and Conditions are governed by the laws of the State of New South Wales and all parties submit to the jurisdiction of any court in New South Wales.