

1. **Promoter**

The Promoter is HibbarDS Pty Limited ACN 057 895 020

2. **Duration of Promotion:**

The Promotion commences at 9:00 am on 1 April 2020 and ends at 11:59pm on 27 September 2020 ("the Promotional Period").

3. **Eligibility for Entry:**

3.1 Entry may only be made in accordance with these Terms and Conditions. No other entries (or forms of entry) will be accepted.

3.2 The Promotion is open to Australian residents aged 18 years and over who are not employees of (or have been employed in the last six months by) the Promoter and who are not the spouse, parent, sibling or child of any current or past employee. ("Eligible Entrants").

4. **Entry Mechanism:**

4.1 Entry into the promotion is by exchanging contracts for the purchase of a Hibbard home during the Promotional Period. In order to be an eligible entry, exchange of sales contracts within the Promotional Period gives the client one entry into the competition. If the client exchanges multiple contracts with HibbarDS within the Promotional Period, each exchange will count as one entry.

4.2 The Promoter reserves the right to ask winners to provide proof of identity in order to claim a prize. Proof of identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof the winner will forfeit the prize in whole and no substitute will be offered.

4.3 In the event of a dispute concerning the conduct of the Promotion or eligibility of an entry, the decision of the Promoter is final. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

5. **Prize Draw:**

5.1 The Prize Draw will take place at the office of the Promoter at 11 am on 28 September 2020.

5.2 Winners will be notified by the Promoter by telephone no later than 24 hours of the draw. If the promoter is unable to contact the prize winner after due enquiry and after allowing 7 days for the entrant to contact the Promoter, the entrant will forfeit their prize and the prize will be redrawn.

5.3 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, or act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulations. In those circumstances, all entries are forfeited.

6. **Prize:**

6.1 The prize will be drawn at the conclusion of the promotion. The prize is 1 x Kia Rio 2020 Automatic from Mike Blewitt in Coffs Harbour delivered by the Hibbard Team. The prize winner will not determine the colour of the car. The prize does not include insurance, or other charges levied by any third party and/or any other ancillary charges. Each will be the responsibility of the prize winner.

6.2 No prize may be exchanged or redeemed for cash.

7. **Total Prize Pool:**

The total maximum value of the Prize Pool is \$18,990.00.

8. **Substitution of prize:**

8.1 The Promoter reserves the right to cancel or change the prizes offered under the Promotion if, due to circumstances beyond the Promoter's reasonable control, they are unable to obtain the prizes or there are any changes to the law that would or might render the Promotion or any prizes offered under the Promotion unlawful.

8.2 The Promoter reserves the right to substitute any prize (or any part of it) for a similar prize (or part of the prize) of equal or greater value should the stated prize not be available at the time of prize distribution.

9. **Unclaimed Prize Draw:**

9.1 If a prize winner cannot be contacted in writing by 5 October 2020 then they will be deemed to have forfeited their entitlement to the prize. In these circumstances, a redraw will be held at 11am on 6 October 2020 at the office of the Promoter. The winner of the redraw will be notified by phone and/or email no later than 8 October 2020.

10. **Privacy:**

10.1 By submitting their personal information, entrants agree that the Promoter may collect, use and disclose that information in accordance with the Privacy Policy at <https://hibbards.net.au/hibbards-privacy-policy/>. It is each entrant's responsibility to read the Privacy Policy.

10.2 To contact the Promoter in relation to privacy issues please contact The Privacy Officer at
The Privacy Officer
Hibbards Pty Ltd,
PO Box 1072,
Coffs Harbour NSW 2450.
1300 726 337

- 10.3 The Promoter may use personal information collected about each Eligible Entrant for the purpose of:
- 10.3.1 determining and contacting the Prize Winner,
 - 10.3.2 marketing the products or services of the Promoter, its Related Bodies Corporate; and
 - 10.3.3 disclosing that information to any third party service provider who it engages to assist in meeting its commitments or in marketing its products or services.
- 10.4 Eligible Entrants expressly consent to the receipt of marketing and promotional material from the Promoter and its related bodies corporate by post, SMS, MMS, email or any other electronic form. Eligible Entrants may opt out of receiving such material by following the process advised to them in that material. The Promoter complies with the Spam Act 2003 (Cth) in relation to the sending and the receipt of electronic commercial messages.

11. Release:

- 11.1 The Promoter and the prize providers shall not be liable for any loss, damage or personal injury whatsoever suffered or sustained, including but not limited to indirect or consequential loss, as a result of taking a prize, except for any liability which cannot be excluded by law.
- 11.2 It is recommended that all prize winners take out international travel insurance and consults the Department of Foreign Affairs and Trade website www.smarttraveller.gov.au for travel advice and to ensure that they possess all necessary documentation well in advance of travel.

12. Enquiries:

If anyone participating in this Promotion has any questions or complaints, they may contact the Promoter at hibbards@hibbards.com.au 1300 726 337

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