## **Flagstone Passport (Promotion)**

### **Terms and Conditions**

#### **Promotion Details**

- 1. Entry into this Promotion is deemed acceptance of these terms and conditions.
- 2. This is a game of chance.
- 3. The promoter is Peet Flagstone City Pty Ltd (ACN 151 187 594) of Level 3, 167 Eagle Street, Brisbane, QLD 4000 (**Promoter**).
- 4. Entry into this Promotion is only open to Queensland residents aged 18 years or older.
- 5. Each person may only enter the Promotion once.
- 6. The Promotion commences at 2pm on Saturday 24<sup>th</sup> November 2018 and concludes at 4.45pm on 24<sup>th</sup> November 2018 (**Promotion Period**). No late entries will be accepted. The Promoter accepts no responsibility for any late, lost or misdirected entries.
- 7. Entrants who comply with the Eligibility Criteria will each receive one (1) entry in the Promotion prize draw for the chance to win one either:
  - (a) First Prize: One (1) three (3) course dinner with Jess and Ayden and \$100 credit for drinks at Jimboomba House. Dinner is at 5.30pm on 24<sup>th</sup> November 2018. Dinner includes two (2) adults and up to two (2) children (**Prize**). If the winner is unable to attend dinner at this time, a \$300 voucher to Jimboomba House will be substituted to be used at any time by the winner.
  - (b) Second Prize: One (1) wheelbarrow full of home items to the value of \$200. Prize on display at the sales office.

# **Eligibility Criteria**

- 8. To be eligible for the Promotion and to go in the Prize Draw, you must within the Promotion Period:
  - (a) be a Queensland resident aged 18 years or older;
  - (b) obtain a Flagstone Passport from any Display Builder at any of the Display Homes;
  - (c) have a Qualifying Stamp placed in your Flagstone Passport by each Display Builder by visiting each Display Home(s) of the Display Builders;
  - (d) complete in full, the Entrant's details and any other details required to be completed by the Entrant in the Flagstone Passport; and
  - (e) deliver your completed Flagstone Passport to the Promotor at the Flagstone Sales Office located in the Display Village car park at Trailblazer Drive, Flagstone, Qld, 4280.

### (Eligibility Criteria).

- 9. The Promoter reserves its right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry which is not in accordance with these terms and conditions or who tampers with the entry process.
- 10. Any Flagstone Passport which does not:
  - (a) contain a Qualifying Stamp from each Display Builder; and
  - (b) contain all of the details required to be filled in by the Entrant,

will not entitle the holder of the Flagstone Passport to an entry in the Prize Draw or to win the Prize.

- 11. Any Flagstone Passport which:
  - (a) contains content which, in the sole opinion of the Promoter is inappropriate or objectionable, including but not limited to content containing profanity or insulting, inflammatory or defamatory statements or generally intended to damage the reputation of the Promoter; or
  - (b) is not submitted in accordance with these terms and conditions; or
  - (c) is submitted in a manner which is misleading or deceptive, or fraudulent,

will not entitle the holder of the Flagstone Passport to an entry in the Prize Draw or to win the Prize.

12. A person is only entitled to one (1) entry in the Prize Draw. Any duplicated entries from the same person will be deemed invalid.

## **Details of the Prize**

- 13. The Prize is either:
  - (a) First Prize: One (1) three (3) course dinner with Jess and Ayden and \$100 credit for drinks at Jimboomba House. Dinner is at 5.30pm on 24<sup>th</sup> November 2018. Dinner includes two (2) adults and up to two (2) children (**Prize**). If the winner is unable to attend dinner at this time, a \$300 voucher to Jimboomba House will be substituted to be used at any time by the winner.
  - (b) Second Prize: One (1) wheelbarrow full of home items to the value of \$200. Prize on display at the sales office.
- 14. The Prize is not redeemable for cash and is not transferable.
- 15. The winner be bound by all terms and conditions of the Prize, including, without limitation, any remaining applicable manufacturer's warranty (if any), and will have no recourse against the Promoter whatsoever in relation to the Prize.

- 16. Neither the Promoter nor any of the Promoter's employees, agents or officers make any representations or warranties as to the quality, suitability or merchantability of the Prize including, without limitation, in relation to the suitability of the Prize for the winner's home.
- 17. The Promoter reserves its right, at any time, to substitute the Prize with any other product of equal value, including a cash payment.

### **Details of the Prize Draw**

- 18. The Promoter will conduct a random draw to select the Prize winner at 4:45pm on Saturday 24<sup>th</sup> November 2018 at Flagstone Display Village, Flagstone, QLD 4280 (**Prize Draw**). The Entrants must be present at the Prize Draw to be eligible for the Prize.
- 19. The Prize Draw is determined by chance and each Entrant who has satisfied the Eligibility Criteria has an equal chance of winning. The first eligible Entrant who is present at the Prize Draw will be declared the winner and will win the Prize.
- 20. If the winning Entrant does not identify themselves to the representative of the Promoter who conducts the Prize Draw within two (2) minutes of the Prize Draw, the Entrant will forfeit the Prize.
- 21. If the first winning Entrant forfeits the Prize, a new Prize Draw will immediately be conducted and will be subject to the same terms and conditions as the original Prize Draw. This process will continue until a winning Entrant identifies themselves to the representative of the Promoter who conducts the respective Prize Draw within two (2) minutes of the Prize Draw.
- 22. An Entrant who has been drawn as the winning Entrant in a Prize Draw is not eligible to win the Promotion through any subsequent Prize Draw.
- 23. The winning Entrant may be required to verify their eligibility before claiming the Prize.
- 24. The winning Entrant will be notified in person at the Prize Draw.
- 25. The winning Entrant may be requested by the Promotor to participate in promotional photographs and for the photographs and result of the Prize Draw to be published on the Promotor's website and/or Facebook page.
- 26. The Prize will be delivered to the winning Entrant on the day of the Prize Draw.

### Other terms and conditions

- 27. Entrants acknowledge and agree that any failure to comply with the Eligibility Criteria will make the Entrant ineligible for the Promotion.
- 28. In the event of any dispute as to eligibility to participate in the Promotion, eligibility will be determined by the Promoter and the Promoter's decision will be final and binding.
- 29. All risk in relation to possession, control and/or use of the Prize passes to the winning Entrant at the time the winning Entrant receives the Prize.

- 30. To the extent permitted by law, neither the Promoter nor any of its employees, agents or officers will be liable for any loss, damage or personal injury suffered or incurred by any person arising from or in any way related to the Promotion or the Prize.
- 31. The Promoter may cancel or make changes to the Promotion at any time without notice, including shortening or extending the Promotion Period.
- 32. These terms and conditions supersede any prior terms and conditions for the Promotion.

### **Definitions**

- 33. In these terms and conditions, the following terms have the corresponding meaning:
  - (a) **Display Village** means the display village containing the Display Homes and being managed by the Promotor which is located at Trailblazer Drive, Flagstone, Qld, 4280 within the 'Flagstone' estate;
  - (b) **Display Builder(s)** means all of the following builders (by trading names):
    - (i) Coral Homes;(ii) Metricon;
    - (iii) DR Homes;
    - (iv) Spectrum Homes;
    - (v) Burbank;
    - (vi) Hotondo Homes;
    - (vii) Orbit Homes;
    - (viii) G.J. Gardner Homes;
    - (ix) Colossal Homes;
    - (x) Stroud Homes;
    - (xi) Bella Qld Properties;
    - (xii) Oracle Homes; and
    - (xiii) Q Coast Homes;
  - (c) **Display Home** means the display homes of each of the Display Builders located within the Display Village;
  - (d) **Entrant** means an individual who has validly entered the Promotion in accordance with these terms and conditions:

- (e) **Flagstone Passport** means the entry form or booklet for the Promotion with the name 'Passport' or similar; and
- (f) **Qualifying Stamp** means the official issued stamp(s) for the Promotion.

## **Privacy**

- 34. The Promoter's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au .
- 35. The Promoter will collect personal information about you so that it can administer dealings with you, provide you with services, and deal with any requests you may have. If the Promoter does not collect your personal information, it may be unable to deal with your request or provide you with services and benefits.
- 36. Entrants acknowledge that the Promoter may disclose your personal information to third parties, such as its related companies, representatives, contractors and agents in order to provide the benefit of this Promotion to you. The Promoter is unlikely to disclose your personal information to persons outside of Australia.
- 37. The Promoter's Privacy Policy sets out its approach to the management of personal information and is available at <a href="https://www.peet.com.au/privacy-policy">https://www.peet.com.au/privacy-policy</a>. Subject to the *Privacy Act 1998* (Cth), you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this, and also contains information about how you can make a complaint about a breach of privacy.
- 38. The personal and other information that Entrants provide will be used by the Promoter for the purpose of conducting the Promotion and to periodically keep Entrants informed about the goods and services provided by the Promoter, related entities and its service providers. By entering this Promotion, Entrants consent to the use of their contact details for the purposes described in this clause. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see the Promoter's Privacy Policy.