

Terms & Conditions – Property Boutique Management Win a Car Promotion

1. Information regarding prize and how to enter forms part of these Terms & Conditions. By entering, individuals accept these Terms & Conditions and agree to be bound by them.
2. The promoter is Property Boutique Pty Ltd (ABN 47 612 229 188) of 1A Cahill Ct, Burleigh Heads, QLD, 4220 (“Promoter”).
3. Entry is only open to residents of Queensland aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, associated companies and agencies are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
5. This promotion commences at 8am AEST on the 29th March 2017 and closes when 100 entries have been received. If 100 entries have not been received by 5pm AEST on the 5th January 2018 then the prize will be forfeited and all entrants will go in the draw to win the consolation prize (“Promotional Period”).
6. To receive one entry into the promotion, eligible individuals must, during the Promotional Period, sign up their property with Property Boutique for property management services. Individuals will receive one entry per property signed up. Individuals who sign up multiple properties will receive multiple entries. Current Property Boutique clients with a property actively managed that refer a successful management will be entitled to one entry in addition to the owner of the property they refer. Incomplete, incomprehensible and illegible entries will be deemed invalid and will not be included in the draw.
7. All entrants agree to management fees of 8.8% along with relevant admin fees nominated within Form 6. Properties must be currently active not in the transition period between management agencies. The winner of the prize must retain their property under the services of Property Boutique for a minimum of 12 months.
8. The prize draw from all entries received during the Promotional Period will take place the day after the 100th entry is received at the Promoter’s offices nominated in clause 2. The first valid entry drawn will win the prize consisting of a Toyota Yaris Ascent. Model: 2017 Toyota Yaris Ascent Manual Hatch. Total prize value is up to AU\$15,990* including registration, compulsory third party insurance, stamp duty and dealer delivery charges. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner’s colour preference (excluding metallic options), subject to availability. The winner must collect the prize from the dealership nominated by the Promoter. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion. If 100 entries are not received within the promotional period, a second prize draw will be undertaken at 10am on 6th January 2018. The first valid entry drawn will win the prize consisting of a \$1,000 Coles Myer Voucher. Total prize value is AU\$1,000.
9. The winner will be notified on the day of the draw, by telephone or email. The Promoter will continue to attempt to contact the winner until 10:00 am AEST on the day which is 13 days after the draw. If the Promoter is unable to contact them, a re-draw will be conducted at the

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same time and place as the original draw on the day that is 14 days after the original draw. Any winner in such a draw will be notified by telephone or in writing.

10. The draw and the Promoter's decisions will be final and no correspondence will be entered into.
11. Prize must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed for cash.
12. Prize does not include comprehensive insurance, petrol, any mechanical, body or paint repairs made from the date of redemption, optional extras and any ancillary costs associated with redeeming the prize. These are the responsibility of the winner. The winner will be responsible for any expenses incurred in getting to and from the nominated dealer to collect the prize. Please allow up to 6 months from date of winner notification for delivery of prize.
13. If the winner is unable to collect the vehicle from the nominated dealership, the winner may incur costs if needed of transporting the vehicle, from the nominated dealership to an alternate prize claim point as nominated by the winner and deemed acceptable by the Promoter and the prize supplier. Any costs associated with the transport of the vehicle to an alternate location will be the responsibility of the winner.
14. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter. To contact the Promoter, email admin@pboutique.com.au
15. The nature of the competition is game of chance. Every valid entry has an equal chance of winning.
16. No responsibility can be accepted for entries not received for whatever reason.
17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including identity, age and residency) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. If for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. The winner consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products and services manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

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22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in Queensland (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking or use of the prize.
24. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter, including but not limited to a legal release and indemnity form.
25. The Promoter will collect personal information ("PI") in order to conduct and administer the promotion and the Programme and may, for this purpose, disclose such PI to third parties, including but not limited to related entities, agents, contractors, service providers, employees and, if required, to any Australian authorities. Participation in the promotion and Programme is conditional on providing the requested PI. The Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrants. Full details on how the Promoter may use and handle PI is set out in their Privacy Policy, which can be viewed at www.pboutique.com.au/privacy-policy/ The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All registrations/entries become the property of the Promoter. Unless otherwise advised, the Promoter will not disclose entrant’s personal information to any entity outside of Australia

*Value based on Supplier’s RRP.