

## Porter Davis Homes Smart Living Rich Parents Promotion - Terms and Conditions

The following terms and conditions (**Terms and Conditions**) apply to each Eligible Entrant, who will go into the draw to win a deposit for a house and land package from the new Porter Davis Smart Living range (**Rich Parents Promotion**). If an Eligible Entrant does not agree to the Terms and Conditions set out below, they must not enter the Rich Parents Promotion or accept any offer, letter or invitation otherwise extended to them as contemplated by these Terms and Conditions and must not accept any prize as part of the Rich Parents Promotion from Porter Davis Homes.

1. The promoter of the Rich Parents Promotion is BPS Property Group Pty Ltd ABN 72 114 935 465 Builders Licence 11533 whose principal office is located at Level 10, 720 Bourke Street (**Porter Davis Homes**).
  2. Entry into the Rich Parents Promotion is available to any person that:
    - a) is a resident of Victoria, Australia aged over 18 years;
    - b) qualifies for the First Home Owners Grant from the Victorian Government (at the time of entry into the Rich Parents Promotion, and, if they are the Winner, at the time they complete the purchase of their Nominated Home);
    - c) undertakes to purchase a house and land package in Victoria, that forms part of Porter Davis Smart Living Range (**Eligible Home Package**), and:
      1. Porter Davis Homes is satisfied that the person can pay the balance of the purchase price for the Eligible Home Package (whether through financing or otherwise), and they provide all reasonable assistance to, and information requested by, Porter Davis in order for it (or its related bodies corporate) to determine whether this is the case;
      2. they enter into a valid and binding contract of sale in respect of an Eligible Home Package within 3 months of the end of the Rich Parents Promotion Period (**Nominated Home**); and
      3. the Nominated Home complies with the terms and conditions of the Porter Davis Smart Living brochure, details of which are available at <http://www.porterdavis.com.au/find-and-buy/smart-living>; and
    - d) enters the Rich Parents Promotion through:
      1. Microsite via [Richparentsyouneverhad.com.au](http://Richparentsyouneverhad.com.au);
      2. providing their full name, address, phone and email in person, through the electronic screens at any Porter Davis display home;
      3. providing their full name, address, phone and email in person at a First Home Buyer Information night.
- (each an **Eligible Entrant**).
3. If an Eligible Entrant enters the Rich Parents Promotion through any social media channel set out in paragraph 2, they must ensure their profile is on public display and contains adequate details to allow Porter Davis Homes to identify the Eligible Entrant.
  4. The directors, management and employees (and their immediate families) of Porter Davis Homes and its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Rich Parents Promotion are ineligible to receive the benefit of this Rich Parents Promotion.
  5. If any Eligible Entrant:
    - a) provides incomplete or inaccurate information to Porter Davis Homes at any time; or
    - b) ceases to comply with, or otherwise meet the requirements set out in paragraph 2(c) of these Terms and Conditions,

prior to settlement of the Nominated Home, then Porter Davis Homes may void the Rich Parents Promotion in respect of that Eligible Entrant (including if that Eligible Entrant was otherwise a Winner) without further notice.

6. To receive the benefit of the Rich Parents Promotion, a person must meet the criteria of an Eligible Entrant during the period between 15 May 2018 and 30 June 2018 (**Promotion Period**) and at the time they complete the sale and purchase of their Nominated Home.
7. Porter Davis Homes reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who Porter Davis Homes 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 Rich Parents Promotion. Failure by Porter Davis Homes to enforce any of its rights at any stage does not constitute a waiver of those rights. Porter Davis Homes' legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Only one (1) entry is permitted per person that enters via any remote means (ie in accordance with paragraph 2(d)(1) to (4) inclusive), but each person that enters the Rich Parents Promotion at a Porter Davis display home (ie in accordance with paragraph 2(d)(5)) will receive three (3) entries into the Rich Parents Promotion.
10. If an Eligible Entrant enters the Rich Parents Promotion at a Porter Davis Display home, and then enters remotely (ie in accordance with paragraph 2(d)(1) to (4) inclusive), the remote entry will be deemed to be invalid.
11. If there is a dispute as to the identity of an entrant, Porter Davis Homes reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
12. A draw will be conducted at 2pm on 12 July 2018 from the entries received from Eligible Entrants during the Promotion Period. The draw will be conducted at Porter Davis Homes Head Office Level 10/720 Bourke Street, Melbourne. Porter Davis Homes may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn, or the Winner subsequently fails to be an Eligible Entrant prior to claiming the prize. The Winner will be notified in writing within two (2) business days of the draw and their name will be published in the Herald Sun on Monday 16 July 2018.
13. The first valid entry drawn in accordance with paragraph 12 (**Winner**) will win a \$170,000 deposit for their Nominated Home.
14. Porter Davis Homes' decision as to whether the Winner (or any other person) is an Eligible Entrant (or otherwise any decision made in respect of this Promotion) is final and no correspondence will be entered into.
15. If a prize (or part of a prize) is unavailable, then Porter Davis Homes, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. If for any reason the Winner does not take or claim a prize (or an element of a prize) by the time stipulated by Porter Davis Homes (or meet the criteria to take or claim the prize at the time the prize is intended for claim or collection), the prize in so far as it relates to the Winner, will be forfeited.
17. A draw for the prize if unclaimed (and reserve entries were not drawn) may take place on Friday 20 July 2018, at 2pm at the same place as the original draw, subject to any directions from a regulatory authority. Any winner from the unclaimed prize draw (or if applicable, the reserve entry draw conducted under paragraph 12) will be notified in writing within two (2) business days of the draw (or the previous winner becoming ineligible) and their name(s) will be published in the Herald Sun on Thursday 26 July 2018.
18. The total prize pool value is **\$170,000.00**.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Any prize, or any unused portion of the prize as part of this Rich Parents Promotion is not transferable or exchangeable.

21. Porter Davis Homes takes no responsibility for any variation in the value of the prize the subject of the Rich Parents Promotion. The prize is not exchangeable or redeemable for cash and must be taken as offered and cannot be varied. Porter Davis Homes reserves the right to substitute a different item of equal or greater value or to terminate the Rich Parents Promotion.
22. All costs not expressly stated, but which may be incurred in acceptance and use of any part of the prize, are the responsibility of the Eligible Entrant.
23. If this Rich Parents 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 Porter Davis Homes, then Porter Davis Homes reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any Eligible Entrant or modify, suspend, terminate or cancel the Rich Parents Promotion, as appropriate.
24. Porter Davis Homes is not liable for any tax implications arising from the conduct of any Eligible Entrant in respect of this Rich Parents Promotion (or use of any prize awarded under this Rich Parents Promotion). Independent financial advice should be sought.
25. 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 2010 (Cth)*, as well as any other implied warranties under the *ASIC Act 2001 (Cth)* or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Porter Davis Homes (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 Rich Parents Promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Porter Davis Homes (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 Porter Davis Homes' control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Porter Davis Homes) due to any reason beyond the reasonable control of Porter Davis Homes; (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) use of a prize.
27. Porter Davis Homes collects personal information in order to conduct the Rich Parents Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, and may also use and handle personal information as set out in its privacy policy. Entry is conditional on providing this information. Porter Davis Homes may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes in respect of the Rich Parents Promotion and/or marketing Porter Davis Homes and its Smart Living house or house and land packages, including sending electronic messages or telephoning the entrant.
28. The Winner consents to attending, and participating in no less than [**ten**] publicity requirements (including print, video, social media, radio and television appearances) for and on behalf of Porter Davis Homes, and as otherwise directed by Porter Davis Homes between the end of the Rich Parents Promotional Period and the date on which the Winner moves into their Nominated Home.
29. Eligible Entrants consent to Porter Davis Homes using their name, likeness, image and/or voice in the event they are the Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Rich Parents Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Porter Davis Homes.
30. This Rich Parents Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram (Social Media Sites) or realestate.com.au. Entrants understand that they are providing their information to Porter Davis Homes and not to

any Social Media Site or realestate.com.au. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Rich Parents Promotion must be directed to Porter Davis Homes and not to any Social Media Site and no Social Media Site nor realestate.com.au will be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Rich Parents Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

31. \*Porter Davis Double the Grant \$10,000 (Melbourne Metro) and First Home Buyer's Boost \$10,000 (Geelong Region only) is available to first home buyers (eligible for the Vic Govt First Home Owners Grant) who purchase from our Smart Living Range during the running of our Rich Parent's Promotion, 15 May – COB 30 June 2018. First home buyers' purchasing a Smart Living home during this promotional period and entering the 'Rich Parent's competition before depositing, will still be eligible to win the \$170,000 in the Rich Parent's Promotion. If a person, who has already deposited on a Smart Living home between 15 May and COB 30 June 2018, does win the Rich Parents Promotion, they will receive the Porter Davis Double the Grant \$10,000 (Melb Metro) or the First Home Buyer's Bonus \$10,000 (Geelong) in addition to the Rich Parents Deposit Promotion \$170,000, making the total from Porter Davis to be applied at Post Contract Variation \$180,000 (Plus the Govt First Home Owners Grant amount of \$10,000 – Melb Metro and \$20,000 in Geelong). ^ 'First Home Owners Grant' of \$10,000 subject to SRO eligibility criteria on building contracts (please visit SRO website for full details – [www.sro.vic.gov.au](http://www.sro.vic.gov.au)).