

Porter Davis Homes Smart Living Rich Parents Promotion - Terms & 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 QLD P9-13 2018 (0000006055) 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 Queensland, Australia aged over 18 years;
 - b. qualifies for the First Home Owners Grant from the Queensland 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 Queensland, that forms part of Porter Davis Smart Living Range (Eligible Home Package);
 - d. Porter Davis Homes is satisfied 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;
 - i. 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
 - ii. the Nominated Home complies with the terms and conditions which are available at <http://qld.porterdavis.com.au/house-and-land-packages/>
 - e. enters the Rich Parents Promotion through either:
 - i. the promotion Microsite via richparentsyouneverhad.com.au;
 - ii. providing their full name, address, phone and email in person, through the manual entry forms at any Porter Davis display home; or
 - iii. 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(d) 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 20 September 2018 – 31 October 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(e)(i)), but each person that enters the Rich Parents Promotion at a Porter Davis display home (ie in accordance with paragraph 2(e)(ii)) or at a First Home Buyers information night conducted by Porter Davis Homes (ie in accordance with paragraph 2(e)(iii)) 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 or First Home Buyers information session, and then enters remotely (or via any other means), the second entry will be deemed to be invalid. If an Eligible Entrant enters the Rich Parents Promotion remotely and then seeks to enter via any other means, the second entry will be deemed 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 on 7 November 2018 at 10am from the entries received from Eligible Entrants during the Promotion Period. The draw will be a random draw 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.
13. The Winner will be notified in writing within two (2) business days of the draw and their name will be published in the Brisbane Courier Mail on Wednesday 14 November 2018.
14. The first valid entry drawn in accordance with paragraph 12 (Winner) will win a \$50,000 deposit for their Nominated Home, subject to these Terms and Conditions. No Eligible Entrants will be present at the draw.
15. 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.
16. 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.
17. 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.
18. If the prize is unclaimed subject to any directions from a regulatory authority, the first reserve entry drawn from an Eligible Entrant in accordance with paragraph 14 will be deemed to be the Winner. Any winner from the unclaimed prize draw (ie the reserve entry draw conducted under paragraph 12) will be notified in writing within two (2) business days of the previous winner becoming ineligible and their name(s) will be published in the Brisbane Courier Mail on that date.
19. The total prize pool/retail value of the prize is \$50,000.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Any prize or any unused portion of the prize as part of this Rich Parents Promotion is not transferable or exchangeable.
22. 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.
23. Porter Davis Homes reserves the right to substitute a different item of equal or greater value or to terminate the Rich Parents Promotion.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. Porter Davis Homes collects personal information in order to conduct the Rich Parents Promotion and each Eligible Entrant's participation in the Rich Parents Promotion is conditional on providing this information. Porter Davis Homes will collect, hold, use and disclose such personal information in accordance with the terms of its privacy policy which can be found at <http://qld.porterdavis.com.au/privacy-policy/> (Privacy Policy) and paragraph 30 below.
30. For the purposes of providing, promoting and marketing Porter Davis Homes products and services, providing each entrant with requested information and managing our relationship with each entrant, conducting research to improve our products and services and otherwise conducting our business functions and activities, we need to collect personal information about each entrant. By providing personal information, each entrant agrees that it will be used and disclosed by Porter Davis Homes in accordance with this statement and the Privacy Policy. Porter Davis Homes also points out that it may collect personal information about entrants from other third parties (such as banks, credit providers or brokers) for the purposes outlined above if it is unreasonable or impracticable to collect this information directly from or if we are otherwise permitted to do so. If an entrant does not agree to the use and disclosure of such information in accordance with this statement and the Privacy Policy, a person must not provide their personal information to Porter Davis Homes, and consequently, may not be able to enter the Rich Parents Promotion. In carrying out the purposes listed above, Porter Davis Homes may disclose your personal information to other parties, including, but not limited to, our affiliated companies, organisations who provide assist in providing products and services to you (for example, organisation who provide options in relation to colour selections via the Porter Davis World of Style), land agents, building surveyors, professional service providers, medical providers, credit providers and trade suppliers, for the sole purpose of which such information was collected. In each case, we will endeavour to only share your personal information if and to the extent necessary for the relevant third party to perform the activity or purpose for which your personal information is shared with them. From time to time, these third parties may be located (and therefore your personal information may be disclosed) in the USA and Vietnam. Our Privacy Policy contains information about how you may access and seek correction of your personal information, how you may complain about a breach of your privacy, and how we will deal with that complaint.
31. 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.
32. 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.
33. This Rich Parents Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram (Social Media Sites). Entrants understand that they are providing their information to Porter Davis Homes and not to any Social Media Site. 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 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.
34. "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."