

## Draw to win one of three \$500 Vouchers ('Draw') - Terms and Conditions

- 1. Information on how to enter the Draw form part of these conditions of entry. These Terms and Conditions may be amended from time to time, in accordance with state regulations.
- The Draw to win one of three \$500 Vouchers ('Prize') is available to Merrifield Residents only.
  - To enter into the Draw to win the Prize, you must participate in the Merrifield community survey by 28 May 2023; ('Participation Opportunity).
- 3. Entries are limited to one person per Participation Opportunity ('Entrant').
- The Draw opens on 29 April 2023 and closes on 28 May 2023 ('Promotional Period'). Valid Entries will only be accepted during the Promotional Period.
- 5. All Valid Entries submitted during the Promotional Period will be entered into the Draw to win the Prize.
- 6. Entrants must be 18 years of age or over.
- Entry forms are to be submitted via reply paid envelope or directly into the specified box at the Merrifield Sales
  Centre, which is located at Rosehill Boulevard, Mickleham, and will only be accepted during the Promotional
  Period.
- 8. The Entrant is responsible for appropriately completing the entry form. Incomprehensible and incomplete entries will be deemed to be invalid.
- 9. The three prize-winning entrants ('Winning Entrants') will be drawn at random at the office of MC and will be notified of the win within two weeks of the closing of the Promotional Period on the contact details provided in the Winning Entrant's entry form.
- The Prizes will be given to the Winning Entrants within 28 days of the Winning Entrants being notified that they
  has won the Draw.
- 11. The Winning Entrants consent to their name being advertised in writing on MCs Facebook and Instagram page for the purpose of advertising that the Draw has been drawn.
- 12. If the either of the Winning Entrants cannot be contacted on the contact details provided on its entry form (either by email or phone), then a re-draw will take place. The unclaimed Prize will be void and a new Winning Entrant will be drawn after one week of the previous Winning Entrant not claiming the Prize. MC will conduct such further re-draws as necessary in order to award the Prize.
- 13. MC will not be responsible for late, lost or misdirected entries.
- 14. The Prize is not transferable and cannot be exchanged for cash.
- 15. MC reserves the right to request information to verify the validity of entries including proof of identity and status of being a Merrifield Resident.
- 16. It is a condition of accepting the Prize that the Winning Entrants must comply with all conditions of use of the Prize and the Prize supplier's requirements.
- 17. All entries will become the property of MC. Any information which Entrants provide will be used by MC for the purpose of conducting this promotion. By entering this Draw, Entrants give MC the right to use their name, email address and mobile number for promotional and marketing purposes outside of this Draw.
- 18. Where this Draw is promoted on Facebook and Instagram, Entrants acknowledge that this Draw is in no way associated with, administered or endorsed by Facebook and Instagram.
- 19. MC:
  - i. reserves the right to suspend or discontinue this Draw at its discretion, and any decision on this Draw is at the sole discretion of MC; and
  - ii. may in its sole discretion, substitute the Prize with an item of a similar value and/or specification if unavailable.
- 20. This offer is not in conjunction with any other MC offers from time to time.
- 21. Failure by MC to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 22. Except for any liability that cannot be excluded by law, MC (including its officers, employees and agents) excludes all:
  - i. statutory liability;
  - ii. representations, conditions and warranties implied by custom, the general law or statute;
  - iii. liability for negligence, any personal injury and any loss or damage whether direct, indirect, special or consequential (including economic loss, loss of revenue, loss of opportunity, loss of goodwill), arising in any way out of the Draw, including, but not limited to:
  - a. any variation in value in the event that the Prize is replaced in accordance with these Terms and Conditions:
  - b. any tax liability incurred by an Entrant; or
  - c. use of the Prize.
- 23. In these Terms and Conditions:
  - a. "MC" means Merrifield Corporation Pty Ltd.
  - b. "Merrifield Resident" means a person who is either:
    - i. living in Merrifield in the month of May 2023 either as an owner-occupier or renter; or
    - ii. a person who has entered into a binding and unconditional contract of sale for a block of land or home in Merrifield (regardless of whether construction has commenced or not) and which is on foot in the month of May 2023;
  - c. "Valid Entry" means an entry by a Merrifield Resident who:
    - i. Is 18 years of age or older;
    - ii. has participated in the Participation Opportunity;
    - iii. has submitted an entry form which is legible and which provides current contact details within the Promotion Period.