

Terms and Conditions for Spring Mountain Park Estate Stage 13 \$25,000 'Cash Bonus' incentive

1. The Promoter is Knight Frank Australia Pty Ltd ABN 17 004 973 864 of Level 11, 10 Eagle Street, Brisbane, QLD 4001 (**Promoter**).
2. Entry into the competition is deemed acceptance of these terms and conditions.
3. Entry is open to buyers only if all of the following conditions are satisfied:
 - a. The buyer does not have a contract for the purchase of a lot in Spring Mountain Park Estate Stage 13 entered into prior to, or on, 1 March 2010;
 - b. The buyer enters into a contract for the purchase of a lot in Spring Mountain Park Estate Stage 13 after 1 March 2010 but before:
 - (i) 25 June 2010 if the draw takes place on 9 July 2010 at 11.00 (AEST) (**Preliminary Draw Date**) in accordance with clause 12 of these terms and conditions; or
 - (ii) in the event that the draw date has been extended pursuant to clause 13 of these terms and conditions (**Extended Draw Date**), the date that is 14 days prior to the Extended Draw Date

(Contract);

 - c. There are less than 33 entrants to the competition at the time the buyer's entry form is received by the Promoter; and
 - d. The Contract settles on or before:
 - (i) 25 June 2010 if the draw takes place on the Preliminary Draw Date; or
 - (ii) in the event that the draw date has been extended pursuant to clause 13 of these terms and conditions, the date that is 14 days prior to the Extended Draw Date.
4. Entrants must be over the age of 18.
5. The following persons are not eligible to enter into the competition:
 - a. Any employee or contractor of the Promoter;
 - b. Any spouse, child or parent of an employee or contractor of the Promoter;
 - c. Any company of which a person described at clauses 5(a) and (b) is an officer or shareholder; and
 - d. Any related agencies or companies of the Promoter.
6. To enter, participants must complete an entry form prescribed by the Promoter and provide details of at least the following on their entry form:
 - a. name;
 - b. date of birth;

- c. street address;
- d. email address; and
- e. phone number.

7. By entering into the competition:

- a. You agree that all entry forms become the property of the Promoter,
- b. You agree that the personal information provided by you and collected by the Promoter is necessary for the competition and does not intrude to an unreasonable extent upon your personal affairs; and
- c. You authorise the Promoter to use the personal information for all purposes necessary and incidental to the administration of the competition.

A copy of the Promoter's privacy policy can be inspected at the Promoter's sales office.

- 8. Incomprehensible and illegible entries will be deemed invalid at the sole discretion of the Promoter.
- 9. Only one entry per Contract is allowed.
- 10. Entry forms must be received by the Promoter by 25 June 2010 at 23.59 (AEST). If the draw date is extended pursuant to clause 13 of these terms and conditions, entry forms must be received by the Promoter by 23.59 (AEST) on the day that is 14 days prior to the Extended Draw Date. The Promoter does not accept any responsibility for any late, lost or misdirected entry forms due to technical disruptions, network congestion or for any other reason.
- 11. Entry into the competition is free of charge.
- 12. The winner of the competition will be chosen in a draw conducted by the Promoter. The draw is currently scheduled to take place on the Preliminary Draw Date of 9 July 2010 at 11.00 (AEST), at Level 11, 10 Eagle Street, Brisbane QLD 4001. Each entrant's name will be placed on a ticket in a receptacle once, and the winning ticket will be drawn from the receptacle.
- 13. In the event that there are less than 33 entrants to the competition as at the Preliminary Draw Date, the Promoter is entitled to postpone the draw date until such date as there are 33 entrants in the competition, or by up to 90 days, whichever date arrives first. Each entrant will be notified of any change to the Preliminary Draw Date, and of the Extended Draw Date, pursuant to this clause.
- 14. Entrants to the competition agree that they will not challenge, or attempt to challenge, the manner in which the draw was conducted or the outcome of the draw. The Promoter warrants that the draw will be conducted fairly and in accordance with these terms and conditions.
- 15. There can only be one (1) winner of the competition.
- 16. The prize is \$25,000.00, which will be delivered to the winner in the form of a cheque within one (1) month from the date of the draw.
- 17. The winner will be notified by telephone and by post.
- 18. The name of the winner will be published in The Courier Mail newspaper.

19. The Promoter reserves the right to request winners to provide proof of identity, in order to claim the prize. Proof of identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner agrees to forfeit the prize in whole and no substitute will be offered.
20. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
21. In the case of the intervention by any outside act or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, natural disasters or strike, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
22. An unclaimed prize draw will take place at Level 11, 10 Eagle Street, Brisbane QLD 4001 on 7 November 2010 at 11.00 (AEST).
23. Should an entrant's contact details change prior to the draw or the unclaimed prize draw, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry form should be directed to Promoter.
24. In consideration for the Promoter accepting an applicant's entry into the competition, the entrant hereby:
 - a. agrees to participate in, and co-operate as required by the Promoter with, all reasonable advertising and marketing requests relating to the competition and the Spring Mountain Park Estate, including but not limited to, being interviewed, photographed and/or filmed;
 - b. permits the entrant's image and/or voice, as recorded, photographed or filmed during the entrant's participation in the competition, to appear in connection with the Promoter and the Spring Mountain Park Estate;
 - c. assigns to the Promoter all right, title and interest in and to all copyright in any works, within the meaning of that term in the *Copyright Act 1968* (Cth), relating to the entrant's participation in any aspect of the competition (**Works**); and
 - d. agrees that the entrant will not be entitled to any fee for the entrant's participation in the advertising and marketing of the competition and the Spring Mountain Park Estate, and acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the entrant will not be entitled to any fee for such use.