

Sales Competition – Terms and Conditions

1. This competition consists of the chance to win an Audi S3 or an Audi S5 (with the prize set out in more detail below) (**the Competition**).
2. These terms and conditions (**the Terms and Conditions**) govern the operation of the Competition and anyone that registers for the Competition accepts these Terms and Conditions in full as a condition of their registration.
3. The Competition is being run by Urban Capital Group Pty Ltd (ABN 28 143 667 609), 14 Kearns Crescent, Applecross, Perth, Western Australia, 6153 (**the Promoter**).
4. The Competition commences on 1 January 2020 and ends on 9 December 2020 (**the Competition Period**).
5. Entry into the Competition is limited to building consultants that work for registered building companies located in Western Australia. Building consultants, in order to enter the Competition, must formally register as a participant in the Competition by providing the Promoter with their full name, phone number and email address via the following link: <https://urbancapitalgroup.com.au/contact/>.
6. Entry into the Competition is free.
7. Each registered participant will be entitled to two (2) entries into the Competition for each person they refer to the Promoter's land estate known as "Beelie Gardens" that goes on to buy and settle on a lot within the Beelie Gardens estate before the end of the Competition Period.
8. Each registered participant will be entitled to one (1) entry into the Competition for each person they refer to the Promoter's land estate known as "the Garden Estate" that goes on to buy and settle on a lot within the Garden Estate before the end of the Competition Period.
9. There is no limit to the number of entries any participant may have in the Competition.
10. There will be one winner who will be chosen at random from all eligible entries. The winner will be chosen on 9 December 2020 at Audi Centre Perth, 337 Harborne Street, Osborne Park, Western Australia. The first person drawn will be the prize winner.
11. There will be one (1) prize only. The winner will receive a choice between an Audi S3 or an Audi A5 (including all on road costs). The specifications of the selected model (including but not limited to transmission, type and colour) will be determined by the Promoter in the Promoter's absolute discretion.
12. If the prize winner is not present at the draw, the prize winner will be contacted by phone and/or email within seven (7) days of the draw. The prize must be claimed within twenty-one (21) days of the draw.
13. If the prize winner does not claim the prize within twenty-one (21) days of the draw, then the winner's prize will be forfeited and a re-draw will be conducted within seven (7) days. The re-draw will be conducted in accordance with the same method, at the Promoter's principal place of business 14 Kearns Crescent, Applecross. Any subsequent re-draws will continue in the same manner until the prize has been claimed.

14. The prize must be collected by the prize winner, or their delegate, within seven (7) days of the prize being claimed. It is the winner's responsibility to organise the collection of the prize.
15. The prize winner may be required to provide evidence of their identity when collecting the prize.
16. The prize winner will be responsible for all costs associated with the collection and use of the prize, including but not limited to costs associated with its ongoing registration, licencing and insurance.
17. The prize is not redeemable for cash or an alternative prize and is not transferable.
18. The Promoter's decision regarding the draw, any redraw and these Terms and Conditions generally is final and no correspondence will be entered into.
19. These Terms and Conditions are not intended to exclude or modify any rights provided by the Australian Consumer Law (**the ACL**). Subject to the ACL, the Promoter is not responsible in any manner whatsoever for any problems or issues associated with the prize, and for any costs incurred as a result.
20. By registering for the Competition, the participant releases and indemnifies the Promoter (including its employees and agents) from and against any and all actions, liabilities, penalties, claims or demands the participant may have against the Promoter. The Promoter accepts no responsibility for and shall not be held legally liable or responsible for any loss, accident, injury, damage or any combination thereof, to any person or property, whether direct or indirect, in tort, negligence, contract, at common law or otherwise, arising out of or in connection with the Competition or the prize, either during the Competition or after the Competition.
21. By registering for the Competition, the participant consents to the Promoter using the participant's name and/or images for all reasonable purposes associated with the Promoter's business and, in the event that they are the winner of the prize, in any media for an unlimited period without remuneration for the purposes of the Competition and for promotional material published by the Promoter.
22. The prize is subject to availability. If any component of the prize is unavailable, the Promoter may in its discretion, alter the prize. The Promoter reserves the right to substitute a component of the prize with an alternate prize equal in value and/or specification, subject to any applicable legal requirements.
23. The Promoter collects the participant's personal information to assist in its business promotion. By registering for the Competition, the participant agrees to receive emails from the Promoter and/or the Promoter's agent. All participants will be given the opportunity to unsubscribe from emails sent by the Promoter and/or the Promoter's agent. All personal details of the participant will be stored at the Promoter's principal place of business in accordance with the Promoter's privacy policy. Any request to update, access or correct any information should be directed to the Promoter.
24. Each participant agrees to disclose their entry into the Competition to any person that they refer to the Promoter in order to obtain an entry.
25. The Terms and Conditions of the Competition are governed by the laws of the State of Western Australia.

Sales Competition – Addendum to Terms and Conditions

1. This addendum to the Terms and Conditions varies the Terms and Conditions to the extent outlined below as a result of the COVID-19 pandemic.
2. Condition 4 of the Terms and Conditions is varied as follows:
 - (a) the Competition is suspended effective from 25 May 2020 until 30 September 2020; and
 - (b) the Competition will recommence on 1 October 2020 and end on 15 April 2021, which is now the end of the “**Competition Period**”.
3. Condition 10 of the Terms and Conditions is varied as follows:
 - (a) the winner of the Competition will now be chosen on Wednesday 5 May 2021 at Audi Centre Perth, 337 Harborne Street, Osborne Park, Western Australia.
4. The Terms and Conditions remain in all other respects unchanged.