

TERMS AND CONDITIONS FOR “THE MCCLOY GROUPS SURVEY RESPONSE DRAW” PROMOTION

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this “**The McCloy Group’s Survey Response Draw**” Promotion (“**Promotion**”) is deemed as acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in New South Wales local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to New South Wales residents aged 18 years or older.
3. The following are ineligible: (i) employees of the Promoter, the McCloy Group or any of the Promoter’s agencies that are associated with the Promotion (“**Excluded Employees**”); (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an Excluded Employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences at 9am on 1/7/2020 and closes at 10am on 30/6/2021 (“**Promotion Period**”).

HOW TO ENTER

5. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Receive a McCloy Communities Purchaser Survey email; and
 - (b) complete all required fields in the survey form.

It is a condition of entering the Promotion that entrants agree for their personal information and survey answers are to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

6. There is a limit of one entry per person, entrant must be over 18 years of age.

DRAW DETAILS

7. Entries for the prize draw close at 10:00am on last day of each quarter, that being; 30/9/2020, 31/12/2020, 31/3/2021, 30/6/2021 (**Draw Dates**)
8. There will be four (4) draws conducted for this Promotion, one (1) per quarter in which one (1) winner will be determined, per quarter.
9. The prize draw will take place at 10.00am on each Draw Date at McCloy Group Head Office, Suite 2, Ground Floor 317 Hunter St Newcastle, NSW 2300.

10. Once a finalist's name has been drawn by random selection, they will be deemed the winners.

WINNER NOTIFICATION

11. Winner will be notified via phone call and in writing via email, where their address will need to be confirmed and prize posted to them via registered post, each Draw Date.

PRIZES

12. There is one (1) prize to be won on each Draw Date. It is a \$500 Visa Gift Card voucher. Each voucher is valued at \$500.00. The total prize pool is \$2000.00 per annum.
13. Eligible purchasers who comply with all of these terms and conditions will receive a Visa Gift Card valued at \$500 ('prize').
14. Any ancillary costs associated with redeeming the Visa Gift Card are not included.
15. A limit of one (1) prize per quarter transaction applies under this Promotion.
16. The gift will be sent via Registered Post to the winners designated address.

GENERAL

17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
18. Prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a 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 Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. The Promoter 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. If this 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 the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
22. The Promoter's decision is final, and no correspondence will be entered into.

23. Nothing in these Terms and Conditions limit, exclude or modify 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 *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the McCloy Group of companies (including their respective officers, employees and agents) exclude 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 Promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the McCloy Group of companies (including their respective officers, employees and agents) are not responsible for and exclude 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 the Promoter's control);
 - (b) any theft, unauthorised access or third-party interference;
 - (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in the prize value to that stated in these Terms and Conditions;
 - (e) if the event is cancelled or delayed for any reason beyond the reasonable control of the Promoter;
 - (f) any tax liability incurred by an entrant or winner; or
 - (g) use of a prize.

PRIVACY

In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the McCloy Group database. The Promoter and the McCloy Group may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the McCloy Group Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter and/ or McCloy Group. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please click unsubscribe link on email correspondence or write to the Marketing Manager at marketing@mccloygroup.com.au. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the

McCloy Group Privacy Policy, please visit <https://mccloygroup.com.au/privacy-policy/>. All entries remain the property of the Promoter.

25. The “Promoter” is McCloy Services Pty Ltd (ABN 49 625 021 463) C/- McCloy Group, Suite 2, Ground Floor, 317 Hunter Street, Newcastle NSW 2300. Telephone: (02) 4945-7500.

NSW Permit No. LTPS/20/44275