

## **TERMS AND CONDITIONS FOR “UNLOCK THE LAKE’S SECRET” PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Unlock the Lake’s Secret” Promotion (**“Promotion”**) is deemed 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; (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.
4. Entrants must intend on purchasing a home site at Billy’s Lookout in Teralba by 22 August 2016 (within 12 months of draw date). Prizes can only be redeemed upon exchange of unconditional contracts.

### **PROMOTION PERIOD**

5. This Promotion commences at 9am on 22/07/2015 and closes at 11.30am on 22/08/2015 (**“Promotion Period”**).

### **HOW TO ENTER**

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Visit [www.unlockthelakessecret.com.au](http://www.unlockthelakessecret.com.au), complete all required fields in the entry form and click submit. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Billy’s Lookout database and to be used in accordance with the purposes set out in these Terms and Conditions.
  - (b) After submitting the entry, entrants will receive a confirmation email in the form of a ‘virtual key’ with their name on it; and
  - (c) Present their printed ‘virtual key’ at the KOFM stand at Billy’s Lookout launch event on 08/08/2015 between 10.00am and 11.30am where it will be entered into the competition barrel.

### **LIMITS ON ENTRY**

7. There is a limit of one entry per purchasing party. For the removal of doubt, if there are two or more purchasers’ names to be included in the contract of sale, only one of these people may enter the competition.
8. The entrant’s name must be on the contract for sale upon exchange.

## **DRAW DETAILS**

9. Entries for the prize draw close at 11.30am on 22/08/2015.
10. There will be one (1) draw conducted for this Promotion in which ten (10) finalists will be determined.
11. The prize draw will take place at 11.30am on 22/08/2015 at the KOFM booth at Billy's Lookout, Pitt Street Teralba, NSW 2284.
12. Entrants must be present at the draw when the finalists are announced. Each drawn entrant will be regarded as a "provisional finalist" and subject to confirmation as follows:  
(i) provisional finalists will be announced publicly at the draw; (ii) each provisional finalist must confirm their presence and present their Government issued personal identification confirming their age such as a Driver's Licence; and (iii) in the event that a provisional finalist who is drawn but is not present at the relevant draw, they will be deemed an ineligible entrant and a re-draw will take place at five (5) minute intervals until such time that all valid winners are determined
13. Once ten (10) eligible finalists' names have been drawn, each finalist will receive a key. In the same order their names were drawn, each finalist will have a chance to try to unlock the three locks that each represent a prize. The first three finalists to unlock the three prizes will instantly win the prize they have unlocked.

## **WINNER NOTIFICATION**

14. Winners will have their name published on the Billy's Lookout website [billyslookout.com.au](http://billyslookout.com.au) and [facebook.com/billyslookout](https://facebook.com/billyslookout) on 22/08/2015.

## **PRIZES**

15. There are three (3) prizes in total to be won. Each prize is a Visa EFTPOS Gift Card – one with \$10,000 AUD preloaded value, another with \$5,000 AUD preloaded value and another with \$2,000 AUD preloaded value.
16. Only one prize per purchasing party can be won.
17. To redeem their prize, a prize winner must purchase a home site at Billy's Lookout and exchange unconditional contracts by 22/08/16, within 12 months of the prize draw. The Visa EFTPOS Gift Card will be valid for 12 months from date the sale contracts are exchanged.
18. The entrant's name must be on the sale contract upon exchange.
19. The prize will be given to the prize winner once contracts have been exchanged.
20. The total prize pool value is up to \$17,000.
21. Any ancillary costs associated with redeeming the Visa EFTPOS Gift Card are not included. Any unused balance of the Visa EFTPOS Gift Card will not be awarded as cash. Visa EFTPOS terms and conditions apply.

## GENERAL

22. 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.
23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. 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.
25. 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.
26. 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.
27. The Promoter's decision is final and no correspondence will be entered into.
28. 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, as well as any other implied warranties under the ASIC Act 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.
29. 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**

30. 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](mailto: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 <http://billyslookout.com.au/privacy-policy>. All entries remain the property of the Promoter.
31. The "Promoter" is McCloy Teralba Pty Ltd (ABN 95 160 136 792) C/- McCloy Group, Suite 1, Level 3, 426 King Street, Newcastle NSW 2300. Telephone: (02) 4945-7500.

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