

## Gracewood Land Purchase Promotion Terms and Conditions

1. By participating in the Promotion, the Participant accepts and agrees to be bound by these terms and conditions, which include the Promotion Details and the General Conditions.

<b>PROMOTION DETAILS</b>	
<b>Item 1 Promotion</b>	<b>Football &amp; Netball Club Promotion</b>
<b>Item 2 Promoter</b>	<p><b>Southmall Pastoral Pty Ltd</b>            ACN: 656 265 333            Address: Level 10, 2 Southbank Boulevard, Southbank VIC 3006            Phone: 1800 952 000            Email: <a href="mailto:enquiries@gracewood.com.au">enquiries@gracewood.com.au</a></p> <p>and its related body corporates, agents and representatives (collectively referred to herein as the <b>Promoter</b>)</p>
<b>Item 3 Participants</b>	<p>Participation in the Promotion is available to:</p> <ul style="list-style-type: none"> <li>(a) single person participants in their own capacity only;</li> <li>(b) multiple person participants where more than one person and/or company is noted as the buyer, purchaser or nominee on the relevant contract of sale of the Qualifying Land.</li> </ul>
<b>Item 4 Residency Restriction</b>	All Participants must be a resident of Australia or be an Australian registered body corporate if the Participant is a company.
<b>Item 5 Age Restriction</b>	All Participants must be over the age of 18 years.
<b>Item 2 Promotional Period:</b>	<p>Participation in the Promotion is only available and all applications must be received by the Promoter between:</p> <ul style="list-style-type: none"> <li>(a) 9:00am AEST on 15 04 2024; and</li> <li>(b) 9:00pm AEST on 15 04 2024.</li> </ul>
<b>Item 6 Eligibility Criteria</b>	<p>To be eligible to participate in the Promotion and receive the Incentive, each Participant must:</p> <ul style="list-style-type: none"> <li>(a) during the Promotional Period:               <ul style="list-style-type: none"> <li>i. enter into a contract of sale for a Qualifying Land; and</li> <li>ii. pay the full deposit required under such contract of sale;</li> </ul> </li> <li>(b) comply with the terms of such contract of sale at all times and without default;</li> <li>(c) complete and settle such contract of sale in accordance with its terms;</li> <li>(d) not extend or delay, or attempt to extend or delay, settlement of such contract of sale;</li> <li>(e) comply with and not be in breach of the terms and conditions of the Promotion;</li> <li>(f) must be a current, fully paid member of the Mallala Football Club, Mallala Netball Club, or Two Wells Football &amp; Netball Sporting Club.</li> </ul> <p>Participants who:</p> <ul style="list-style-type: none"> <li>(a) as at the start of the Promotional Period, have an accepted, exchanged or signed contract of sale for Qualifying Land; or</li> </ul>

	(b) during the Promotional Period, cancel or terminate a contract of sale for Qualifying Land, are not eligible to participate in the Promotion.
<b>Item 7 Qualifying Land</b>	Qualifying Land is strictly limited to only vacant residential land lots offered for purchase by the Promoter on the Promoter's agreed terms and conditions, during the Promotional Period at the following development/s: (i) Gracewood located at Traegar Road, Mallala SA 5502
<b>Item 8 Incentive(s)</b>	(a) One gift card worth \$1,000 (including GST) of the Promoter's choice to be provided by the Promoter to the Participant within 14 business days after settlement of the relevant contract of sale for the Qualifying Land; (b) One gift card worth \$500 (including GST) of the Promoter's choice to be provided by the Promoter to the Mallala Football Club, Mallala Netball Club, or Two Wells Football & Netball Sporting Club within 14 business days after settlement of the relevant contract of sale of the Qualifying Land.
<b>Item 9 Multiple Incentives</b>	There is only one Incentive payable for the purchase of Qualifying Land under one relevant contract of sale.  Where the Participant is a multiple person participant as defined in Item 3, only one Incentive will be paid to all such persons and/or entities jointly.  Multiple Incentives are only payable to Participants who enter into separate purchases of Qualifying Lands under separate contracts of sale.

## **GENERAL CONDITIONS**

### **PART A - INTRODUCTION**

1. Information on how to participate in the Promotion (including, but not limited to information contained in promotional materials such as flyers, websites, social media and other digital and printed media) and the Promotion Details above form part of these terms and conditions of the Promotion.
2. Where there is an inconsistency between the Promotion Details and Parts A to G of these terms and conditions, the Promotion Details will prevail.

### **PART B - PRIVACY AND COLLECTION NOTICE**

3. The Promoter will collect and use each participant's personal information in line with its privacy policy, including for the purposes of:
  - (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
  - (b) providing information to the participant about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
4. By participating in the Promotion, participants consent to the use of their personal information as described in clause 3.
5. The Promoter's privacy policy can be viewed at <https://gracewood.com.au/privacy-policy/>
6. Each Participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
7. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

### **PART C - WHO CAN PARTICIPATE IN THE PROMOTION**

8. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
9. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.
10. If there is more than one Promotion that applies to the Participant or Qualifying Land, the Promoter reserves the right to honour the Promotion it so chooses in its absolute discretion.

### **PART D – HOW TO PARTICIPATE IN THE PROMOTION**

11. To participate in the Promotion, each participant must comply with the Promotion Details and these terms and conditions, including Item 6 'Eligibility Criteria'.
12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all participants.
13. The Promoter reserves the right to disqualify, at its absolute discretion, any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
14. The Promoter reserves the right, in its absolute discretion, to disqualify any participant who has:
  - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
  - (b) breached any of these terms and conditions; and/or
  - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.

15. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
16. The Promoter accepts no responsibility for late, lost or misdirected communications, payments or Incentives.
17. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion in its absolute discretion.
18. If participation in the Promotion requires access to a social media application ("**Social Media App**"), participants acknowledge and agree that use of Social Media App is subject to the Social Media App's terms and conditions.
19. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Social Media App, including any decision by the Social Media App to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on the Social Media App as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

#### **PART E - INCENTIVES**

20. Each Incentive is not transferrable, exchangeable or redeemable for cash.
21. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right at its absolute discretion to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
22. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
24. The participant's use of the Incentive is entirely at their own risk. By accepting the Incentive, the Participant hereby acknowledges and agrees to release the Promoter from and indemnifies the Promoter against any liability arising from or in connection with the Incentive.

#### **PART F - NO LIABILITY**

25. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier.
26. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

#### **PART G - TERMINATION OF PROMOTION**

27. The Promoter reserves the right at its absolute discretion to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.