

CASH

CAR

CRUISE

GIVEAWAY



TERMS AND CONDITIONS

This promotion is conducted by Australian House and Land ABN 37 605 810 277.

PROMOTIONAL PERIOD

1. The CASH, CAR, CRUISE promotion (henceforth referred to as the Promotion) will commence at 5:30PM AEST on Friday, 26th October 2018 and close at 9:00AM AEST on Friday, 21st December 2018 (Promotional Period).

ELIGIBILITY

2. In order to participate in the Promotion, a customer must be over 18 years of age, an Australian resident and a customer of Australian House and Land.

3. Promotion prize will be delivered at the discretion of Australian House and Land and is subject to third party timeframes (due to contingencies out of our control). This prize cannot be redeemed or exchanged in any way. The prize includes the cost of dealer delivery, stamp duty, registration fee and GST.

4. The term 'CASH' refers to a \$26,000* deduction from the total package price on the purchased package. This amount cannot be redeemed or exchanged in any way.

5. The term 'CAR' refers to a new car supplied by Australian House and Land's promotion partner MAZDA. The make and model of the new car is only available from a selection provided by Australian House and Land and may be altered or changed at any time due to third party contingencies out of our control. This prize cannot be redeemed or exchanged in any way. The prize includes the cost of dealer delivery, stamp duty, registration fee and GST.

6. The term 'CRUISE' refers to a travel voucher for a pre-determined promotion amount supplied by Australian House and Land's promotion partner Flight Centre. This prize cannot be redeemed or exchanged in any way.

7. A package consisting of a residential dwelling that includes a granny flat is deemed to be a single purchase and as such the customer will only be eligible for 1 entry into the Promotion which will entitle them to 1 prize, should they meet the Terms and Conditions herein.

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8. A package purchased by 2 or more persons are deemed to be a single purchase and such customers will only be eligible for 1 entry into the Promotion and will entitle them to 1 prize should they meet the Terms and Conditions herein.

9. A customer shall not be eligible for the Promotion unless: (a) Australian House and Land have commenced and in some cases possibly completed construction; and (b) The customer has made payment/s of all claims pursuant to the Building Contract; and (c) The customer has completed and signed a HBA.

- The CASH, CAR, CRUISE promotion -

10. A customer is only eligible for the Promotion if they are deemed compliant to the terms and conditions and have signed all necessary documents to give effect to the Home Building Agreement.

11. The eligible customer or elected eligible customer (applicable where the Contract has been entered into by 1 or more persons) shall receive the choice between a CASH (Credit amount toward the value of your new house and land package) CAR (Brand new car from promotion partner Mazda from a pre-determined selection only) CRUISE (a travel voucher supplied from promotion partner Flight Centre only).

12. The retail recommended price or value of the Prize is accurate at the commencement of the Promotional Period. Australian House and Land accepts no responsibility for any variation in the value of the Prize after the commencement of the Promotional Period.

14. The eligible customer is responsible for all costs associated with the Prize, including but not limited to obtaining insurance/s, operational costs, fuel, personal costs and any other incidental costs related to the Prize, its collection, storage, transport, all ancillary costs, accessories or anything else not specifically mentioned.

15. Details regarding the collection and/or delivery of the Prize will be provided by Australian House and Land. Delivery areas and extra charges are decided upon by the promotion partner MAZDA and Australian House and Land accepts no responsibility in paying extra charges if you are located outside the delivery area.

16. No compensation is payable to the eligible customer if they are unable to collect their Prize or change their mind.

17. The eligible customer shall be the registered owner of the Prize as at the date of collection or delivery of the Prize.

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18. If the eligible customer is, through any legal incapacity or otherwise, unable to register the vehicle in their name then they may assign the Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. Australian House and Land takes no responsibility for any such arrangement between the eligible customer and assignee. The eligible customer must provide Australian House and Land with certified copies of all required documentation as required by Australian House and Land before the Prize is transferred.

19. Should the customer choose the CAR as the promotional Prize, The Prize's odometer may feature some minor kilometres prior to being transferred to the eligible customer.

20. The Prize must be taken as offered and cannot be varied.

21. The Prize is not transferable, exchangeable or redeemable for cash or credit.

GENERAL

22. Australian House and Land reserves their right, at any time, to verify the validity of the customers who have entered the Promotion (including a customer's identity, age and place of residence) and to disqualify a customer from the Promotion who does not satisfy the eligibility requirements in accordance with these Terms and Conditions or who tampers with the Promotion process. Failure by Australian House and Land to enforce any of its rights at any stage does not constitute a waiver of those rights.

23. The Prize displayed on any material during the Promotion may not be the Prize.

24. Australian House and Land is not responsible, and excludes to the extent they are able by law, all liability for any mechanical, body or paint repairs or maintenance of any kind relating to the CAR Prize after the date and time of collection by the eligible customer.

25. Australian House and Land is not responsible for any lost, stolen or damaged Prize. Australian House and Land is also not responsible to pay or refund any monies due to delayed, cancelled or re booked travel.

26. As a condition of accepting the Prize, the eligible customer must present photo identification and sign any documentation reasonably required by Australian House and Land and/ or suppliers in its discretion, including but not limited to, a legal release and indemnity form.

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29. Australian House and Land will collect, use and disclose the Participant's Personal Information (as defined under the Privacy Act 1988 (Cth)) in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services. The customer's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the customer (if any) and in accordance with the relevant privacy policy of Australian House and Land. If a customer does not provide Australian House and Land with the Personal Information requested by Australian House and Land, Australian House and Land may not permit the customer to participate in the Promotion.

30. By entering the Promotion, the customer consents to Australian House and Land: (a) Collecting and using the customer's Personal Information in relation to the purposes referred to above; and (b) Where considered necessary by Australian House and Land, disclosing the customer's Personal Information to third parties, including but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the customer has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Customers should direct any request to access, update or correct their Personal Information to Australian House and Land using the contact details set out below. All entries become the property of Australian House and Land.

31. The information customers provide for the purpose of the Promotion will be used by Australian House and Land to periodically provide them with marketing information about Australian House and Lands products and services. By entering into this Promotion, the customer consents to the use of their personal information for the purposes described in these Terms and Conditions.

32. Australian House and Land will not be responsible or liable if for any reason beyond their reasonable control, including if the Prize is unavailable by the supplier. Australian House and Land, in its discretion, reserves the right to substitute the Prize with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to the Consumer Guarantees and to any written directions from a regulatory authority.

33. Information on the Promotion and the Prize itself, form part of these Terms and Conditions. Participation in the Promotion by a customer (and acceptance of a Prize by the eligible customer) confirms their acceptance of the Terms and Conditions governing the Promotion.

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34. To the extent that a situation or issues arise for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, Australian House and Land reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and such a decision will be final and binding.

35. If this Promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of Australian House and Land, Australian House and Land reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) To disqualify a Participant; or (b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

36. Subject to state legislative requirements in New South Wales, Australian House and Land reserves the right to reasonably amend or vary these terms and conditions or cancel or suspend the Promotion at its sole discretion at any time throughout the Promotion.

37. Entries into the Promotion that are not completed in accordance with the Terms and Condition herein are ineligible for the Promotion and Prize.

Australian House and Land is Australian House and Land ABN 37 605 810 277 of Unit 6, 119 Coreen Ave, Penrith, NSW, and Telephone: 1300 188 698.