

## **Win a BMW 5 Series - Terms and Conditions**

By entering into the Promotion to win the Prize, you (**Entrant**) acknowledge and accept the following terms and conditions as amended from time to time.

**1. Promotion** **Purchase an apartment at Macquarie Park Prime and Win a BMW 5 Series sedan**

**2. Promoter** JQZ Group Pty Ltd ABN 73 152 499 673 and Waterloo Road Developments Pty Ltd ACN 610 623 973 (together "**JQZ**") both of Retail 24 & 25 1 Nipper Street, Homebush, New South Wales, 2140

**3. Promotional Period**

Open Date and time: Saturday, June 17, 2017  
09:00 (AEDT)

Close Date and time: Saturday, June 17, 2017  
15:59 (AEST)

**4. Entry Restrictions**

Entrants must:

- be at least 18 years of age;
- have, during the Promotional Period, unconditionally exchanged a contract for the sale of a lot in the Stage 2 release of the development "Macquarie Park Prime" at 101 Waterloo Rd, Macquarie Park (**MQP Lots**) including the provision of a signed Section 66W certificate; and
- have their name and details clearly set out on the completed entry form and the fully completed entry form deposited into the collection box or barrel held at the location prior to the closing of the Promotional Period.

In addition:

- if the purchaser comprises of more than one person, only one of those persons can be included in the competition; and
- only one entry is allowed per MQP Lot.

Entrants must not be employees or immediate family members of:

- JQZ or its related bodies corporate; or
- The selling agent for any of the MQP Lots at any time; or
- The Prize Promoter; or
- Agencies associated with this promotion.

**5. Entry and draw Procedure** To enter the Promotion, Entrants must, during the Promotion Period:

- Complete the entry form and answer, in 25 words or less: "What do you like the most about Prime Macquarie Park?"
- Provide their full name, address and other identifying information specified on the entry form. Only one person's name can be provided.
- Attach confirmation of the MQP Lot purchased with their entry form.
- Consent on the entry form to receive marketing communications from JQZ.

Judging Procedure:

- Judging will be conducted by a member of Kemp Strang as a JQZ representative.
- The Entrant with the best answer, as judged by the Kemp Strang member, will win the Prize.
- The winning Entrant will be announced by the Judge on 17 June 2017 at the Prize Location.

**6. Maximum Entries per person** Maximum of one entry per Entrant  
Entrants who submit more than one entry may be disqualified.  
Product restrictions may apply.

**7. Prize Judging Time and Location**

Date: Saturday June 17, 2017  
Time: Between 16:59 (AEST) and 22:00 (AEST)  
Location: Ground Floor, 101 Waterloo Road, Macquarie Park

**8. Prize Provider** Trivett Classic Pty Ltd A.B.N. 35 000 874 706  
P.O. Box 8313, Baulkham Hills, NSW 2153  
40-52 Church Street, Parramatta, NSW 2150

**9. Prize** One (1) BMW G30 5 series Saloon - 530i Sedan, including on-road fees registration fees, insurance (including CTP), stamp duty, luxury tax and taxes and fees. At the time of publication, the total prize value is

AUD\$113,724 (including taxes and on road costs).

**10. Prize Restrictions**

Promoter is not responsible for any costs or expenses associated with the Entrant attending the Promotion, entering into the competition, or related to the Prize (including any costs or expenses associated with the Prize after delivery).

Any persons sharing the prize with the winner must be aged 18 years or over.

If the winner uses the Prize for an alternative product or business proposal that was not the subject of the winner's entry, the Prize Provider reserves the right to withdraw the Prize.

**11. Notification of Winners**

The winner will be notified on the day of the draw, after expiry of the Promotional Period.

The Winner's name and suburb may also appear on the website and in any promotional materials prepared by the Promoter, agents and its subsidiaries.

**12. Additional Terms**

- a. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this competition. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
- b. By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's Privacy Policy (<http://www.jqz.com.au/pdf/PRIVACY-POLICY-AND-DISCLAIMER.pdf>), each as amended from time to time and available on the Promoter's website.
- c. Participants consent to their personal information (as that term is defined in the Privacy Act 1988) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the Privacy Policy.
- d. The Promoter may extend the Promotion Period in its absolute discretion.
- e. Throughout the Promotional Period the Promoter may contact Entrants to interact with the Entrants through various mediums (including social media) and Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and film session(s) By entering the Promotion Entrants acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
- f. It is a condition of Entry that the Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants consent to their Entry being published on the website, internet or other mediums and to their telephone and other conversations with the Promoter and Prize Provider being communicated to the public on or via any medium. Entrants will not be compensated for this use.
- g. The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
- h. If an Entrant is deemed by the Promoter to be ineligible (which it may do so in its absolute discretion), the Entrant may not participate further in the Promotion.
- i. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- j. The Promoter is not responsible for any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise which prevents entrants from successfully participating in the Promotion.
- k. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- l. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion or change the Prize.
- m. Prize(s) will be awarded as specified in the Prize details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize is

subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the Prize Provider, are in Australian dollars and are correct at the time of preparation of these terms and conditions.

- n. The Prize will be delivered to the winner within 6 weeks after the close of the Promotional Period unless there are unforeseen circumstances including delays in obtaining delivery from the Prize Provider
- o. All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions and as stipulated by the Prize Provider and are not redeemable for cash unless cash is specified. The Promoter and Prize Provider will not be responsible or liable if for any reason beyond their reasonable control any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for any compensation in relation to those Prizes.
- p. A winner may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights may include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- q. The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- r. The Entrant acknowledges that there may be inherent risks involved in entering the Promotion or taking or participating in the Prize(s), for which the Promoter accepts no responsibility.
- s. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
- t. The Promoter takes no responsibility for variations in the Prize value. The Prize value is correct at the time of applying for the competition permit but no responsibility is accepted for any variation in the value of any Prizes due to a change in the market value or otherwise.