

# Terms and Conditions – Laing+Simmons Memorable Moments Competition

**NSW Permit Number – LTPS/17/11176**

Laing+Simmons Memorable Moments Competition (“Competition”)

## Conditions of Entry

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Competition is deemed acceptance of these Conditions of Entry by each Entrant.
2. Entry is open to Australian residents aged 18 years or over (“Entrants”). The Promoter is Laing+Simmons Corporation Pty Ltd NSW ABN 19 002 715 764, (trading as Laing+Simmons Corporation Pty Ltd) of Level 11, 15 Castlereagh St, Sydney, NSW, 2000.
3. The directors, officers, management, and employees (and their immediate families) of the Promoter, Laing+Simmons Corporation Pty Ltd, their related bodies, corporate and agencies associated with this promotion are not eligible to enter this Competition. Immediate family includes any of the following: spouse, ex-spouse, de-facto spouse, child, or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, brother, sister, step-brother or step-sister.
4. The Competition commences 12:01am AEDT on Tuesday 14 February 2017 and ends at 11:59pm AEST on Friday 12 May 2017 (“Competition Period”).
5. To enter the Competition, Entrants must submit a completed Competition entry form registering their details including (but not limited to) first name, last name, full address of property that they are a registered owner/part owner of, postcode, phone number and email address.
6. To be eligible, an entrant must be a registered owner/part owner of a residential property in the Greater Sydney Metro area or Port Macquarie. An entrant may submit one entry per residential property that they own in the Greater Sydney Metro area or Port Macquarie, whether that be a property that they reside in, or a property that they own as an investment property. The competition entry must provide the address that the entrant resides in as well as the address of the property that they own (if different to the address that they reside at)
7. Entry form must be submitted via <https://lsre.com.au/memorablenomentscompetition> within the Competition Period.
8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Illegible, incomprehensible, and incomplete entries will be deemed invalid. The Promoter accepts no lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
9. Costs associated with entering the Competition remain an Entrant’s responsibility and may vary.
10. The winners may be announced on the Laing+Simmons website at <https://lsre.com.au/memorablenomentscompetition> and on the Laing+Simmons Facebook Page <https://www.facebook.com/Laing.Simmons> after 10:00 am AEST on Tuesday 16 May 2017. The winner will be notified after 1:00pm AEST on Monday 15 May 2017 directly by phone and/or email.

11. Entries not fully complying with these Conditions of Entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Conditions of Entry, the entry will be discarded and the relevant prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded entry had not been received.
12. Five winners will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random computer process. The draw will take place at 11.00am AEST on Monday 15 May 2017 at the Promoter's address, being Level 11, 15 Castlereagh St, Sydney, NSW, 2000. If the winner cannot be contacted by 3.00pm AEST Wednesday 14 June 2017, the Promoter will carry out another random draw to select another winner. The redrawn winner will be notified by phone/email after 09:00am AEST on Thursday 15 June 2017.
13. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
14. There are five individual prizes to be won and each contestant may only win one prize each. Each prize value will not exceed \$10,000 in total. Each winner may choose their one prize from the following five options:

**Prize 1 - Win A \$10K Pizza:**

- a. return economy class airfares for 2 adults from Sydney to Rome, flying with an airline of the Promoter's choice;
- b. five nights accommodation at Hotel Raphael - Relais & Chateaux or a hotel of a similar standard
- c. return airport/hotel transfers
- d. 'Memorable Moments' experience for two people dining on a traditional Italian pizza
- e. \$1,500 spending money paid via a Visa Travel Card

**Prize 2 – Win A \$10K Haircut:**

- a. return economy class airfares for 2 adults from Sydney to Los Angeles, flying with an airline of the Promoter's choice;
- b. five nights accommodation at SLS Beverly Hills – A Luxury Collection Hotel or a hotel of a similar standard;
- c. return airport/hotel transfers
- d. 'Memorable Moments' experience having your hair cut at a Beverly Hills hair salon (hair cut is for one person only)
- e. \$1,500 spending money paid via a Visa Travel Card

**Prize 3 – Win A \$10K Cup of Tea:**

- a. return economy class airfares for 2 adults from Sydney to London, flying with an airline of the Promoter's choice;
- b. five nights accommodation at Sofitel London St James or a hotel of a similar standard;
- c. return airport/hotel transfers
- d. 'Memorable Moments' experience enjoying High Tea for two at the Ritz Carlton
- e. \$1,500 spending money paid via a Visa Travel Card

**Prize 4 – Win A \$10K Cocktail:**

- a. return economy class airfares for 2 adults from Sydney to Hawaii, flying with an airline of the Promoter's choice;
- b. five nights accommodation at Moana Surfrider – A Westin Resort & Spa, Waikiki Beach or a hotel of a similar standard
- c. return airport/hotel transfers

d. 'Memorable Moments' experience enjoying cocktails at the world-famous Mai Tai Bar at the The Royal Hawaiian Resort

e. \$1,500 spending money paid via a Visa Travel Card

**Prize 5 – Win A \$10K Walk In The Park:**

a. return economy class airfares for 2 adults from Sydney to New York, flying with an airline of the Promoter's choice;

b. five nights accommodation at Plaza Athanea or a hotel of a similar standard

c. return airport/hotel transfers

d. 'Memorable Moments' experience enjoying a walk around Central Park before stepping into your private Horse and Carriage Ride

e. \$1,500 spending money paid via a Visa Travel Card

15. Prize travel and accommodation is subject to availability at the time of booking and blackout periods may apply. Please allow minimum 90 days' notice when making the booking. The winner and their companion must travel together on all prize travel.
16. The winner may extend their stay at the winner's cost by contacting the Promoter.
17. There can be no changes to travel arrangements once tickets have been issued or accommodation bookings once the reservation is confirmed. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
18. Average total prize value is \$10,000 AUD (including GST). The prize is not exchangeable and cannot be taken as cash.
19. The prize must be redeemed and flights taken before 1<sup>st</sup> May 2018
20. Flights are subject to each Airline's conditions of carriage.
21. Flight changes and cancellations are subject to the fees, terms and conditions contained on the prize certificate.
22. It is the winner's responsibility to ensure that they have requisite visas, vaccinations, valid documentation (including but not limited to valid passports and visas) which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments, or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner.
23. The winner is responsible for all other expenses including spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, service charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
24. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination or as part of the prize.
25. The prize will be awarded to the Entrant named in the entry.
26. Should an Entrant's contact details change during the Competition Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
27. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed, and photographed. The winner will not be entitled to any fee for participating in these activities. The winner

agrees to provide the Promoter with content from their trip (including photographs, film and/or recording), to be determined and agreed between the Promoter and the winner.

28. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's name, likeness, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the winner will not be entitled to any fee for such use.
29. The Promoter reserves the right to request that winners provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age, and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
30. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
31. Nothing in these terms and conditions limits, excludes or modifies 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 ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
32. The Promoter, Laing+Simmons Corporation Pty Ltd and their associated agencies and companies (and their respective officers, employees, and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect, or consequential injury, loss and/or damage arising in any way in connection with this Competition or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize (including but not limited to any component of a winner's trip).
33. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Competition. Any Entrant disqualified under this clause is prohibited from any further participation in the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
34. The Promoter, Laing+Simmons Corporation Pty Ltd and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
35. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the

administration, security, fairness or integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Competition, or invalidate any affected entries, subject to any written direction given under State Regulation.

36. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
37. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.lsre.com.au/privacy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research, and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
38. By entering the Competition, each Entrant also agrees that the Promoter may use their personal information, for future promotional, marketing and publicity purposes without any further reference, payment, or other compensation to the Entrant, including sending the Entrant commercial electronic messages. Entrants acknowledge and agree that the Promoter does not need to include an unsubscribe facility in any commercial electronic messages it sends.
39. Entrant's personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.