

The Block 2019 Sponsorship Competition Terms and Conditions

Promotion Details:

Promotion:	The Promoter will give away \$10,000 in a random prize draw giveaway
Promoter:	<p>The Promoter is Domain Holdings Australia Limited (ABN 43 094 154 364) of Level 5, 100 Harris Street, Pyrmont NSW 2009.</p> <p>Telephone number 1300 799 109</p> <p>The Promoter is part of the Domain group of companies owned or controlled by Domain Holdings Australia Limited (Domain Group).</p>
Promotional Timings:	<p>Start Date: Monday 2 September 2019 at 10:00 am AEST</p> <p>End Date: Sunday 20 October 2019 at 11:59 pm AEDST</p> <p>Promotional Period: from the Start Date until the End Date.</p>
Entrants:	<p>Entry is only open to Australian residents who are 18 years and over. Directors, employees and their Immediate Family Members of the Promoter, it's related bodies corporate and any agencies or companies associated with the Promoter or the Promotion are not eligible to enter. Immediate Family Member means 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, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.</p>
Prize description	<p>Prize description: A cash prize valued at \$10,000 that will be paid via electronic funds transfer to the winner's nominated bank account within 30 days of receiving the winner's correctly completed prize acceptance forms.</p> <p>Number of prizes / breakdown of prizes: There will be one winner who will win the one (1) cash prize of \$10,000.</p> <p>Total value of prize(s): \$10,000.</p> <p>Breakdown of prize value: One cash prize of \$10,000</p> <p>Excluded from the prize: This cash prize is not redeemable or exchangeable for any alternative goods or services.</p>
Type of promotion	This promotion is a game of chance
How to enter	<p>To enter, Entrants must:</p> <p>Visit https://www.domain.com.au/the-block/competition/ and;</p> <p>Follow the prompts to answer 1 question in the quiz;</p> <p>Fully and correctly complete the competition entry form with their details, including their full name, state of residence, current and valid email address and a contact phone number;</p> <p>Agree to the Competition Terms and Conditions; and</p> <p>Submit their fully completed Competition entry form.</p> <p>Entrants are permitted to submit multiple entries during the Promotional Period, subject to the following: one (1) entry per person per 7 day period.</p>
Winner selection	The winner of a drawn prize will be determined by chance. The draw will take place at Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250 at 1:00pm AEST/AEDST (as

	<p>applicable in NSW) on Monday 21 October 2019 by using random selection.</p> <p>The first valid entry drawn by random electronic selection will be the winner of the Prize. The approved software licence number is 1216.</p> <p>All reasonable attempts will be made to contact the winner. The winner will be advised in writing and pending the winner's acceptance of the prize, the winner's details will be published on Monday 28 October 2019 on http://www.domain.com.au/the-block/. If a prize remains unclaimed by a winner or unallocated for any reason by 3 February 2020, the prize will be forfeited and no cash or other alternative will be offered to that winner. The winner will be advised in writing and pending the winner's acceptance of the prize, the winner's detail will be publish-on http://www.domain.com.au/the-block/. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be redrawn in a second draw. The unclaimed prize redraw will take place at Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250 at 10am AEST/AEDST (as applicable in NSW) on Monday 3 February 2020.</p>
Permit details	<p>Authorised under: ACT Permit No TP 19/03525, NSW Permit No LTPS/19/35167, SA Permit No T19/921.</p>
Special conditions	<p>Nil</p>

Detailed Terms:

Entry into the Promotion

1. The Promotion Details above and all Detailed Terms below form part of these Terms and Conditions. The Entrant agrees and acknowledges that they have read these Terms and Conditions
2. It is a condition of entry that all Terms and Conditions are accepted as final and the Entrant agrees to abide by these Terms and Conditions. Submission of an entry is deemed to be an acknowledgement by the Entrant that they have read these Terms and Conditions and accepted them.
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
4. The Promotion commences on the Start Date and runs for the Promotional Period ending on the End Date.
5. Valid entries by eligible Entrants will be accepted during the Promotional Period. No entries will be accepted after this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details including the right to request proof of an entrant's identity, age and residency. In the

event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

10. The Promoter reserves the right to disqualify an Entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
11. An Entrant who uses any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website or social media platform of entry via their internet service provider.
13. Should an Entrant's contact details change during the Promotion, 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.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

Prize

15. The winner(s) will be notified by email together with further instructions on how to arrange the collection of their prize within 2 days of the winner(s) being determined.
16. Each prize will be awarded to the person named in the winning entry. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
17. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize or provide a cash alternative.
18. The details of the prize(s) are set out in the Promotion Details. The value of the prize(s) is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the Start Date of the Promotion. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
19. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
20. If the prize consists of any gift cards of any third party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any other form of currency, and will not be replaced or refunded if the gift card is lost or stolen
21. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
22. If a prize is provided to the Promoter by a third party supplier and/or is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.

Personal Information, marketing and publicity

23. As part of the Promotion, the Promoter will collect Entrants' personal information. If the Entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Submission of an entry is deemed to be consent by the Entrant to the Promoter collecting their personal information.
24. The Promoter will use the personal information to enable an Entrant to participate in the Promotion.
25. The Promoter may disclose Entrants' personal information to third parties including its contractors and agents, prize suppliers, Promotion sponsors and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. By entering this Promotion, the Entrant consents to the provision of such information to relevant third parties and the use of said information by those third parties.
26. The Domain Group may use Entrants' personal information for future marketing purposes regarding its products, including contacting the Entrant electronically.
27. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.
28. Personal information will be stored by the Promoter on a database controlled by the Domain Group or by a third party service provider of the Domain Group.
29. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
30. Further details on how the Domain Group will collect and use personal information is set out in the Domain Group privacy policy which is located at <https://www.domain.com.au/group/privacy-policy/>.
31. The Domain Group privacy policy contains information about how an Entrant may access, update and seek correction of the personal information the Domain Group holds about them and how an Entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
32. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Domain Group may use any such marketing and editorial material without further reference or compensation to them.
33. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

Intellectual property rights

34. The following conditions apply where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**):
 - i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - ii) the Content must be the work of the individual submitting it;
 - iii) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
 - iv) before submitting the Content, Entrants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Entrants must obtain any other permissions required for the submission of the Content;
 - v) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
 - vi) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;

- vii) the intellectual property rights in the Content submitted by the Entrant remains with the relevant Entrant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each Entrant grants a worldwide, irrevocable, perpetual licence to the Domain Group to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The Entrant acknowledges that the Promoter is free to use the Content and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use; and
- viii) the Entrant hereby consents to the Domain Group using their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Domain Group. The Entrant will not be entitled to any remuneration for such use.

Use of social media

- 35. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
 - i) the Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
 - ii) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
 - iii) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

Limitation of liability

- 36. Any guarantee or warranty given in relation to a prize is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 37. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting, taking part in or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 38. Neither the Promoter, nor any Promotion Sponsor or third party prize supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the prize in accordance with the prize description.
- 39. The Promoter accepts no responsibility for any tax implications of this Promotion and Entrants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the prize or acceptance of the prize.
- 40. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.