



Receive 1 of 4 \$750 Harvey Norman Gift Cards Promotion Terms & Conditions

Promotion	Receive 1 of 4 \$750 Harvey Norman Gift Cards
Promoter	Tallowood Medowie, Vivacity Property 1 Magnolia Place, Medowie NSW, 2318.
Permit(s) obtained for the Promotion	N/A – major Gift Card under \$10,000
Participating Retailers	N/A
Entry – residency restriction	Entry is only available to residents of: Australia
Entry – age restriction	Entry is only available to persons over 55 years of age
Promotion Period	9am AEST, Monday 06 November 2023 until 5pm AEST, Friday 31 December 2023.
How to enter	To be eligible, each entrant must, during the Promotional Period: <ul style="list-style-type: none">a) Place a deposit on a house in the Tallowood Medowie community, located at 1 Magnolia Place, Medowie, NSW, before 31st December 2023.b) Be one of the first four people confirmed to do so.
Are multiple entries permitted?	No, one entry per confirmed deposit.
Receipt of entries	The time each entry is received will be the time each entry is recorded as completed on the relevant sales system used by Vivacity Property to collect entries.
Gift Card(s) – description	A Harvey Norman gift card to the value of \$750 (including GST). The gift card supplier's terms and conditions can be viewed at https://www.harveynorman.com.au/gift-cards-terms-and-conditions The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the gift card, or for any card faults or defects or if the Buyer is unable to use the gift card for any reason including if the gift card is damaged or lost
Total number of Gift Cards	There are four major Gift Cards to be won as part of the Promotion
Total Gift Card Pool	\$3,000
Gift Card Draw	The Gift Cards will be awarded in January 2024.

Notifying winners

Within 2 days of the Gift card Draw, each recipient will be notified by email and/or mobile phone.

Entrants should pay particular attention to:

- any unusual or onerous restrictions on the method of entry, if any (see the “How to Enter” section of the Schedule and Part D of these terms and conditions);
- the Promoter’s potential use of photos and content uploaded as part of the Promotion (see Part D of these terms and conditions); and
- the Promoter’s limitation of liability (see Part I of these terms and conditions).

PART A - INTRODUCTION

1. Information on how to enter and Gift Card details form part of these terms and conditions.
2. By participating in the Promotion, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

5. The Promoter will collect and use each entrant’s personal information 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 about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
 - (c) research to improve its products and services.
6. By entering the Promotion, entrants consent to the use of their personal information as described in clause 5.

PART C - WHO CAN ENTER THE PROMOTION

7. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. 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.

PART D – HOW TO ENTER THE PROMOTION

8. To be eligible, each entrant must comply with the 'How to Enter' section of the Schedule.
9. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
10. An entry cannot be modified after it has been submitted.
11. 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 entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
12. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
13. The eligibility of entries is solely within the discretion of the Promoter.
14. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.
15. If entry is online, the Promoter assumes no responsibility for any failure to receive an entry 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.

PART E - GIFT CARDS

16. The Gift Card is not transferrable, exchangeable or redeemable for cash.
17. If the Gift Card is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Gift Card with a Gift Card of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
18. Once a Gift Card has left the Promoter's premises, the Promoter takes no responsibility for the Gift Card being damaged, lost or stolen.
19. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Gift Card are the sole responsibility of each winner.
20. A winner's use of a Gift Card is entirely at their own risk. Before a Gift Card is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Gift Card and the winner's participation in the Promotion.

PART F - HOW THE WINNER(S) ARE DETERMINED

21. The winning entry is considered one of the first four people to place a confirmed deposit on a house in the Tallowood Medowie community, located at 1 Magnolia Place, Medowie, NSW, before 31st December 2023.
22. The selected mechanism for determining each winner is solely within the discretion of the Promoter.

23. Once verified, the winner will win the Gift Card.

PART G - NOTIFICATION AND CLAIMING THE GIFT CARD

24. The Promoter will provide each winner with instructions on how to claim their Gift Card. It is the responsibility of each winner to comply with the Promoter's instructions.

25. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.

26. The winner 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 winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

27. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED GIFT CARDS

28. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Gift Card. However, if a winner cannot be identified or notified or does not claim their Gift Card within 30 days of the Gift Card Draw, the Promoter will conduct an unclaimed Gift Card draw on the day which is 30 days from the Gift Card Draw.

29. Each winner of the unclaimed Gift Card draw will be determined and notified in accordance with Parts F and G.

PART I - NO LIABILITY

30. Any Gift Card supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Gift Card 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 the Promotion or the use or taking of any Gift Card except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

31. If entry is via Facebook or if the Promotion is promoted on Facebook, the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Entrants acknowledge and agree that:

(a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and

(b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network.

32. If entry is via Instagram or if the Promotion is promoted on Instagram, the Promotion is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Entrants acknowledge and agree that:

(a) any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram or any other social network; and

(b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram or any other social network.

PART J - TERMINATION OF PROMOTION

33. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any entrant or other person, subject to applicable laws.