

## Terms and Conditions of Entry into Elders Real Estate 'LIST TO WIN' (the "Campaign")

1. By participating in this Campaign, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. If there is any inconsistency between these terms and conditions and any other published information, these terms and conditions will prevail to the extent of the inconsistency.
3. The Campaign commences on 5 June 2019 at 9am CST and closes on 1 August 2019 at 11.59pm CST ("Campaign Period").
4. The promoter is Elders Rural Services Australia Limited ACN 004 045 121 of 80 Grenfell Street, Adelaide South Australia ("Promotor").
5. Entry is open to all residents of Australia who submit a valid entry in accordance with paragraph 6 during the Campaign Period ("an Eligible Entrant").
6. To enter this Campaign, an Eligible Entrant must, during the Campaign Period:
  - a) be an Australian resident
  - b) be 18 years of age or over;
  - c) Have listed their property for sale or rent within the campaign period with Elders Real Estate
  - d) register their name, email, full address and telephone number on the online registration form located at [eldersrealestate.com.au/listtowin](http://eldersrealestate.com.au/listtowin) to win and answer the subscribed question in 25 words or less
  - e) accept and comply with these conditions.
7. Eligible Entrants may withdraw their entry into the Campaign by notifying the Promoter in writing using the following contact details:  
Core-support@elders.com.au
8. By entering and participating in the Campaign, the Eligible Entrant agrees to hold harmless, defend and indemnify Facebook and the Promoter from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Campaign, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
9. This Campaign is in no way sponsored, endorsed or administered by, or associated with Facebook.
10. The prize consists of 9 x \$500 Visa Gift Card vouchers (total value \$4,500).
11. One *weekly* winner will be judged and selected from the entries at 80 Grenfell Street, Adelaide SA 5000 each Wednesday during the campaign period, to determine 9 total winners ("Winners"). All entries will be judged based on the content and creativity of the answer to the question referred to in section 6d by the Elders Real Estate marketing & training coordinator and Marketing Manager. The selected winner will be notified by email and/or telephone on the same day.
12. The Winners will be notified using the contact details disclosed in their entry on the day of the specified draw. Entrants are responsible for keeping the Promoter informed of any changes to their contact information during and immediately following the Campaign Period.
13. If a Winner fails to claim their prize by the Friday of the week of the draw or forfeits the prize, the Promoter will conduct a further draw at the Promoter's premises on the following Monday.

14. The Promoter reserves the right to confirm all entries to the Campaign are valid and seek further clarification from its own sources and the Client to confirm compliance with these terms and conditions.
15. The Promoter and its agents are not responsible for lost, illegible, misdirected, incomplete or damaged entries. Neither the Promoter nor any of its other service providers are responsible for incorrect or inaccurate transcription of entry information; human error; technical malfunctions; lost or delayed entries. Any liability of any of the above persons for any incidental or consequential damages, however caused, whether in contract or in tort, arising out of this Campaign or use of entries or prizes is expressly disclaimed and excluded.
16. The Promoter's decisions in relation to this Campaign are final and no correspondence will be entered into in relation to them.
17. Winners are liable for any taxes, levies and duties resulting from participating in the Campaign or receiving the prize.
18. The Promoter and its agents will not be liable for loss, theft, or misuse of any cash payment or property damage, personal injury, or misfortune in any way attributable to the Campaign.
19. All entries become the property of the Promoter. The entries may be used by the Promoter for future promotional, marketing and publicity purposes unless otherwise stated by the entrant.
20. The Elders APP Privacy policy explains in detail how data provided to it for the purposes of this Campaign will be held, what it will be used for and how it will be protected. This can be accessed at [elders.com.au](http://elders.com.au) or by request in writing to the Promoter.
21. The Promoter's business directors, management and employees, their immediate families, their retailers, suppliers, associated companies and agencies are ineligible to participate in the Campaign.
22. Except for any liability which cannot be excluded by law, the Promoter will not be liable for any misadventure, accident, injury, loss or claim that may occur, including but not limited to those sustained or suffered:
  - a) as a result of the collection of customer details by the Promoter; or
  - b) in the use of the prize.
23. Any dispute arising out of or in relation to the Campaign shall be governed by the laws of the relevant Australian state and/or territory.