

**ELDERS REAL ESTATE**  
**APPRAISAL PROMOTION – ELDERS FARMFEST 2024**  
**RUNNING 14 MAY TO 28 JUNE 2024**

1. The promoter is Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) of Level 10, 80 Grenfell Street, Adelaide, SA 5000.
2. Elders' Appraisal Promotion (the **Promotion**) commences at 8:30am (AEST) on Tuesday, 14 May 2024 and closes at 5:00pm (AEST) on Friday, 28 June 2024 (the **Promotion Period**).
3. To be eligible to enter the Promotion, you must:
  - 3.1. reside in Queensland;
  - 3.2. be 18 years or over;
  - 3.3. accept and comply with these Terms and Conditions,  
(referred to as an "**Eligible Entrant**").
4. In these Terms and Conditions, "**Franchisee**" means a franchisee of Elders who operates a real estate agency business in Queensland.
5. An Eligible Entrant will automatically receive one (1) entry into the Promotion if:
  - 5.1. the Eligible Entrant is the owner of a residential or rural property situated in Queensland (the **Property**);
  - 5.2. the Eligible Entrant engages Elders or a Franchisee (as applicable) to conduct a free appraisal for the sale of the Property by completing the booking form that is accessible via the following link <https://www.eldersrealestate.com.au/win-your-share-of-5k/> (the **Appraisal**); and
  - 5.3. Elders or the Franchisee (as applicable) completes the Appraisal during the Promotion Period, where Elders or the Franchisee (as applicable) will use its best endeavours to do so, but accepts no liability in the event it, or one of its representatives, fails to do complete the Appraisal during the Promotion Period for whatever reason.
6. There is a limit of one (1) entry per Property. If more than one (1) owner of a Property seeks to enter the Promotion, then Elders will only accept the entry of the owner that first completed the Booking Form.
7. There are five (5) prizes available, including:
  - 7.1. the major prize entitling the winner to receive a \$3,000 inclusive of GST deduction in the sales commission that is due and payable to Elders or the Franchisee, being the relevant agency that conducted the Appraisal, for selling the Property (**Major Prize**); and
  - 7.2. four (4) minor prizes where Eligible Entrants will win one (1) VISA Prepaid Gift Card to the value of \$500 (**Minor Prize**),  
  
(together, the **Prize**).
8. The Prize is not transferrable or redeemable for cash or any cash equivalent.
9. For the purposes of clause 7.1, a Property will be deemed sold if the winner, as sole or joint registered proprietor of the Property, enters into a contract for the sale and purchase of the Property and settlement of that contract occurs on or prior to 30 June 2025.

10. Promotion draw process:
  - 10.1. the Major Prize winner will be determined by a random draw conducted by a representative appointed by Elders at the Elders South Brisbane Office – located Suite 4, MOBO – Level 4, 88 Tribune Street, South Brisbane Qld 4101, on Friday, 5 July 2024;
  - 10.2. the Major Prize winner will, after being drawn, be returned to the pool of eligible entries to be eligible for the subsequent Minor Prize draw;
  - 10.3. the Minor Prize winners will be determined by a random draw conducted by a representative appointed by Elders at the Elders South Brisbane Office – located Suite 4, MOBO – Level 4, 88 Tribune Street, South Brisbane Qld 4101, on Friday, 5 July 2024, following the Major Prize draw;
  - 10.4. the winners will be notified by telephone and email within 7 days of the draw; and
  - 10.5. if Elders or a Franchisee is unable to contact the winner by Thursday, 11 July 2024, or the winner forfeits the Prize, then a redraw will be conducted on Friday, 12 July 2024, in the following manner:
    - 10.5.1. for the Major Prize, a redraw will be conducted from the original pool of eligible entries as the first draw, excluding the winner drawn on 5 July 2024; and
    - 10.5.2. for a Minor Prize, a redraw will be conducted from the same pool of remaining eligible entries as the first draw,at the same location as the first draw.
11. Details of the winner will be published on the following platforms:
  - 11.1. Elders Rural Real Estate's Instagram page (QLD):  
[https://www.instagram.com/eldersrurallifestyle\\_qld/](https://www.instagram.com/eldersrurallifestyle_qld/);
  - 11.2. Elders Rural Real Estate's Facebook page (QLD):  
<https://www.facebook.com/EldersRuralLifestyleRealEstateQLD>; and
  - 11.3. the website and Facebook page of the Franchisee that conducted the Appraisal.
12. The winner must participate and cooperate, as required by Elders (acting reasonably), in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded, and authorises Elders and its related bodies corporate to use that content for promotional, marketing and publicity purposes.
13. Elders reserves the right to:
  - 13.1. confirm an entry to the Promotion is valid;
  - 13.2. seek or request further information in relation to entries and compliance with these Terms and Conditions;
  - 13.3. disqualify an Eligible Entrant if that person:
    - 13.3.1. tampers with or benefits from any tampering with the entry process or with the operation of the Promotion;
    - 13.3.2. acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing Elders, a Franchisee or any of their respective related bodies corporate, officers, employees, agents or contractors; or
    - 13.3.3. contravenes these Terms and Conditions.

14. Elders' decisions in relation to the Promotion, including in relation to eligibility to participate in the Promotion and the drawing process are final and Elders is not obliged to correspond with an Eligible Entrant in relation to these matters.
15. Elders, each Franchisee and their respective related bodies corporate, officers, employees, agents and contractors are not responsible for:
  - 15.1. lost, illegible, misdirected, incomplete or damaged entries;
  - 15.2. incorrect or inaccurate transcription of information, human error, technical malfunctions or delayed entries;
  - 15.3. the failure to conduct an Appraisal during the Promotion Period; and
  - 15.4. the failure to sell your Property prior to 30 June 2025 or at all.
16. Elders or the Franchisee (as applicable) reserves the rights to refuse to undertake an Appraisal at its sole discretion.
17. To the extent permitted by law, Elders and each Franchisee excludes all:
  - 17.1. liability to you for any loss, damage, claim or expense that you suffer or incur in connection with this Promotion, the Appraisal and the Prize; and
  - 17.2. warranties, representations or guarantees (**Warranties**) regarding the Promotion, the Appraisal and the Prize, including any Warranties which may have been made in the course of advertising or promoting the Promotion.
18. Eligible Entrants release Elders and each Franchisee from any liability, cost, damage or expense arising out of, or in connection with, the Promotion, the Appraisal and the Prize.
19. Eligible Entrants indemnify Elders, each Franchisee and their respective related bodies corporate, officers, employees, agents and contractors against all claims, costs, liabilities, losses and expenses which they pay, suffer, incur or are liable for arising out of or in connection with your breach of these Terms and Conditions.
20. By participating in this Promotion, Eligible Entrants acknowledge, consent and agree that Elders and each Franchisee may (where applicable):
  - 20.1. collect and use their personal information in order to conduct the Promotion;
  - 20.2. disclose their personal information to its related bodies corporate, officers, employees, agents or contractors in order to conduct the Promotion; and
  - 20.3. use their personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.
21. Elders' Privacy Policy explains in detail how it will store personal information, what will be used for and how it will be protected. This can be accessed at <https://elders.com.au/privacy-policy/>.
22. Subject to any law or regulation to the contrary, Elders reserves the right to substitute the Prize for a similar alternative of the same value.
23. If for any reason this Promotion is not capable of running as planned, then Elders reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion subject to any required approvals or consents from authorities or regulatory bodies.

24. Eligible Entrants are liable for any taxes, duties or other applicable charges that may be due and payable, for whatever reason, resulting from participating in the Promotion, the Appraisal or receiving the Prize.
25. The winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, the winner may be required to sign an agreement to release Elders and each Franchisee from, and indemnify Elders and each Franchisee against, any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Promotion.
26. The following people are not eligible to enter the Promotion:
  - 26.1. employees, officers or shareholders of Elders or a Franchisee;
  - 26.2. consultants and agents who are engaged by Elders or a Franchisee to provide real estate services; and
  - 26.3. any related body corporate of Elders or a Franchisee.
27. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of Queensland.
28. Elders' failure to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.
29. A reference in these Terms and Conditions to 'dollars' or '\$' is a reference to the lawful currency of Australia.