

General Terms and Conditions

1. By entering the Promotion, entrants agree to be bound by the Terms and Conditions of the Promotion, which consist of these General Terms and Conditions and the terms set out in the Promotion Details.
2. 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.
3. The Promoter is not responsible for any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise.
4. It is a condition of entry into the Promotion that entrants provide the Promoter with their correct first and last name, and valid contact number and email address. Where an entrant's contact details change at any time after entering the Promotion and before the date of the Prize Draw, the entrant must notify the LJ Hooker Franchisee with which they completed the Appraisal entered into the Agency Agreement (via the contact details included in the Agency Agreement or as otherwise notified to the entrant) of their correct contact details immediately. Any entries will be void if the correct contact details are missing or invalid. The Promoter is not responsible for any incomplete or incorrectly submitted details provided by an entrant.
5. The Promoter reserves the right, at any time, in its sole discretion to verify the validity of entries and eligibility of entrants (including an entrant's identity, age, place of residence and any other details forming part of an entrant's eligibility or the Entry Requirements) and to require an entrant to provide proof or documentation to confirm an entrant's eligibility to enter the Promotion and claim the Prize.
6. The Promoter reserves the right to disqualify any entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an entrant are reserved.
7. The results of the Prize Draw (and any Unclaimed Prize Draw) are final and no correspondence will be entered into.
8. It is a condition of accepting Prize that the Prize Winner agrees to: (a) the publication of their name, postcode and/or State/Territory of residence in accordance with these Terms and Conditions; (b) participate in all publicity reasonably requested by the Promoter in connection with the Promotion (and the Prize); (c) consent to the use of their name, image and likeness in any media for an unlimited period without remuneration in connection with the Promotion (and the Prize), and for promotional purposes related to the Promoter and/or its franchisees; and (d) at the Promoter's reasonable request, do all things necessary (including signing all

documentation) necessary to give effect to this clause and/or to enable the Promoter to provide any part of the Prize.

9. The Prize must be taken as stated and no compensation will be payable if the Prize Winner is unable to use the Prize as stated. The Prize is not transferable or redeemable for cash or other goods or services. The Prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting the Prize that the Prize Winner accepts the conditions of use of the Prize.
10. The Promoter accepts no responsibility for any variation in the value of the Prize, or any costs or expenses associated with use of the Prize.
11. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize (or part thereof) to the equal value and/or specification, subject to any directions from a regulatory authority.
12. A failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. 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, technical failure or any cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion take any action that it considers necessary, including cancelling, terminating, modifying or suspending the Promotion and invalidating any affected entries, or suspending or modifying a prize, without any further obligations to any entrants or the Prize Winner, subject to State or Territory regulation.
14. 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 similar consumer protection laws in the states and territories of Australia (**Non-Excludable Guarantees**).
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its franchisees and related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (c) any variation in the Prize or Prize value to that stated in these terms; (d) any tax liability incurred by a beneficiary of the Prize; (e) any use or taking of the Prize; or (g) the Promotion.

16. Complaints regarding the Promotion may be submitted by email to compliance@ljhooker.com. If there is a dispute concerning the complaint, the decision of the Promoter will be final and no further correspondence will be entered into.
17. All entries become the property of the Promoter. Entrants consent to the Promoter using personal information provided in connection with the Promotion for the purposes of facilitating the conduct of the Promotion, awarding any Prizes (including to third parties involved in the Promotion and any applicable statutory authorities) and providing marketing communications. Without limiting the foregoing, entrants' personal information provided in connection with the Promotion will be handled in accordance with Australian Privacy Principles and the Promoter's Privacy Policy, which is available at: <https://www.ljhooker.com.au/legals/privacy-policy>.