

List To Win Competition
Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to Queensland residents only, who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 1st cousin.
5. The Promoter is Tom Grady Real Estate Pty Ltd (ABN 61612283020) (the '**Promoter**'). The Promoter's address is 155 Mary St, Gympie, QLD 4570.

How to enter

6. To enter Eligible Entrants must, during the Promotional Period (defined below): list their property "Exclusively" with Tom Grady Real Estate & obtain an unconditional contract or settlement of their property between 1st July 2023 and 30th June 2024. Should 250 Exclusive property sales not occur during the Promotional Period, Tom Grady Real Estate reserves the right to include buyers who have purchased during the said time and other "open or sole" listing vendors to complete the 250 entrants. Tom Grady Real Estate reserves the right to randomly select these entrants at their discretion. Maximum number of entrants is 250.
7. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
8. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

9. Only one entry is allowed per vendor/buyer per property and submitted in accordance with these Terms and Conditions.

Open, Close, Draw and Publish dates

10. The competition commences on **1/07/2023** at **12:01 AM** and closes **30/06/2024** at **11:59 PM** ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.

11. Subject to clause 15, a winner will be the first valid entry drawn at SUNSHINE BOWLING CLUB, 16 Bowlers Drive Southside Gympie Qld 4570 on **20/07/2024** at **3:00 PM**. The winner will open up the envelope which corresponds to their chosen number they selected when they sold their property, a number which is between 1 & 250. They **MUST** be present. There will be one envelope with the prize of \$250,000 noted in it. The other envelopes will have \$10,000 noted in it. The contents of the envelope picked by the winner will determine the prize the winner wins. A redraw will take place until a is found in attendance. The Promoter will ensure that all entries have an equal chance of winning a prize.
12. The draw and the announcement of the prize winner will be scrutinised by an independent person.
13. The winner will be notified by email within two business days of the draw. Their name will also be published on **22/07/2023** at www.tomgrady.com.au for 28 days.
14. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
15. The Winner consents to the use of any media photographed or recorded on the day of the draw to be used for future marketing purposes.

Prize on offer

16. The total prize pool is valued at up to \$250,000 (Including GST), as at 31/07/2023.
17. The total number of competition winners in this competition is one. The prize on offer is:

Number of winners	Prize description
1 Winner	<p>The winner will win one and only one of the following:</p> <ol style="list-style-type: none"> 1. First Prize: 250,000 (1 in 250 chance of winning the cash prize) or 2. Consolation Prize: \$10,000 <p>Note: drawn winner must be present at time of draw.</p>

18. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. The Promoter will take reasonable steps to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.

Further Terms and Conditions

19. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
20. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
21. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery.
22. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
23. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
24. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

25. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
26. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal

information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <http://www.tomgrady.com.au/about-us/privacy-policy>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Tom Grady Real Estate Pty Ltd (ABN 61612283020) of 155 Mary St, Gympie, QLD 4570.

Copyright, Statutory guarantees, Waiver and liability

27. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
28. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
29. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
30. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. Nothing in these Terms and Conditions limit, exclude or modify 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 other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or 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 theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.