



easy convey

*the future of conveyancing is here*

**Easy Convey Pty. Ltd.**

ABN 78 610 383 769

Terms and Conditions –06-10-2017

## **EASY CONVEY FACEBOOK COMPETITION (‘Competition’) TERMS AND CONDITIONS OF ENTRY**

- 1) Information on how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these terms and conditions of entry.
- 2) This Competition is online via the easy convey website ([www.easyconvey.com.au](http://www.easyconvey.com.au)) and the Easy Convey smartphone app during the Promotional Period.
- 3) The Competition commences at 12.00am on Monday 9 October 2017 and concludes at 11.59pm on Sunday 31 December 2017 (‘Promotional Period’).
- 4) The promoter of this Competition is Easy Convey Pty Ltd – ABN 78 610 383 769 (‘Promoter’).
- 5) Officers, employees and immediate families of officers and employees of the Promoter, the associated companies and contractors of the Promoter, and any other agencies associated with this Competition are ineligible to enter.
- 6) The Competition is only open to entrants 18 years of age or over.
- 7) Number of entries: There is no limit to the number of entries per person.

### **Trade Promotion**

- 8) Entries can be made two ways:
  - a) Engaging Easy Convey to perform the conveyancing on the Sale of Real Estate by completing the online registration process directly and not via a referring agent or broker.
  - b) Engaging Easy Convey to perform the conveyancing on the Purchase of Real Estate by completing the online registration process directly and not via a referring agent or broker.

Each hereinafter referred to as the property transaction.

- 9) Entries are made automatically upon submitting the online registration during the Promotional Period, but become invalid if the property transaction does not proceed to settlement.
- 10) The prize consists of two parts:
  - a) a full refund of the standard conveyancing fee charged (up to \$795.00 inclusive of GST) for every fifth registration of the sale of a property and every fifth registration for the purchase of a property and which proceeds to settlement.
  - b) two complementary movie tickets to all online registrations (valued at \$44.00).
- 11) This is a game of chance. At the end of the Promotional Period, the Promoter will review each valid entry based on the order in which they have been received and will determine the winners accordingly.
- 12) The winners of the fee refund will be determined on Friday 5 January 2018 at the registered office of The Promoter.
- 13) The winners of the Refund Prizes will be notified via email and/or phone within 24 hours of being selected.
- 14) The refund prize will be awarded as follows:

- a) Where the property transaction has been settled, by way of a payment by electronic funds transfer into a bank account nominated by the winner within 7 days of the winner being notified;
  - b) Where the property transaction has not been settled, payment of the fee will not be required at settlement.
- 15) The Prize awarded is only the standard conveyancing fee and does not include any third-party outgoings incurred by Easy Convey in the course of performing the conveyancing for the property transaction.
- 16) Unless otherwise specified, prizes or any unused portion of a prize, are not exchangeable or transferable and cannot be redeemed for cash.
- 17) The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 18) If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 19) The Promoter's decision is final and no other correspondence will be entered into.
- 20) It is a condition of entry that the entrant consents to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Competition (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoters.
- 21) By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

**Privacy, Spam Act and Do Not Call Register Act Statement:**

The Promoter collects the entrants' personal information to perform the conveyancing as well as to process the competition entries. By entering the competition, unless otherwise advised, each entrant also expressly consents to:

- (a) the Promoter (or any of its related companies) contacting an entrant by any means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant;
- (b) the Promoter (or any of its related companies) disclosing the entrants' personal information to other persons or entities who may:
  - (i) assist the Promoter in promoting their business or running competitions (including by sending electronic messages or telephoning the entrant on the Promoter's behalf); or
  - (ii) use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods or services),

without any further reference, payment or other compensation to the entrant. The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies and the winners' names published as required under the relevant lottery legislation. All personal details of the entrant will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.