

Best On Show Terms and Conditions

General

1. The Promoter is Queensland Newspapers Pty Ltd (ABN 61 009 661 778) of Cnr Mayne and Campbell Streets, Bowen Hills Brisbane. Telephone number 1300 304 020.
2. The competition and incentive is the Best In Show Real Estate Competition, or "Competition"
3. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
4. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter

5. Entry is open to all individuals over the age of 18, and in the market for a new residential property. News Corp employees and immediate families of the Promoter and their associated companies and agencies are not eligible to enter. Immediate family includes 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 first cousin.
6. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency 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.

When to enter

8. The competition commences on 4/07/2020 and concludes on 02/08/2020.
9. The time of entry will in each case be the time and date The Courier-Mail receives each individual entry, fully completed by each entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

How to enter

11. Entrants must go to the competition website: www.couriermail.com.au/bestonshow and fully answer and complete all fields within.
12. To be eligible and qualify, entrants must:
 - a) Fully complete the entry form listed in Clause 11

- b) Be available for the full day developer experience on Saturday August 8th 2020
13. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. For the purposes of these content requirements, “entry content” includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant’s original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant’s original work. If an entry cannot be verified to the Promoter’s satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant’s entry. An entrant’s entry must not include:
- (a) any image or voice of any other person without that person’s express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
 - (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.
14. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner’s entry is of a type described in this clause.
15. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
16. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

Notification of winners

17. Winners will be notified by phone and email on 3rd August 2020, and published in The Courier-Mail on 4th August 2020
18. The winners will be selected at random from those entrants that have fully completed the entry form that fit the required criteria of being in the market for a new property, with a pre-approved loan amount.
19. The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
20. Entry tickets and prizes will be awarded to the person named in the entry.

21. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Prize on offer

22. **Exclusive Ticket:** A total of 100 tickets for 2 people (200 people in total) will be on offer to a full day touring up to 5 Brisbane Properties from local developers. Includes Light breakfast, Lunch and Afternoon Tea and refreshments, talk from Andrew Winter and personal tours of all properties in each location. Winners will be allowed an additional person to accompany them on the day. Exclusive offers and upgrades on showcase properties will be available on the day, and at the discretion of each builder/developer. As per Clause 12 in these Ts and Cs, should News Corp not receive 100 qualified entries, tickets will only be awarded to those people who have correctly filled out the entry form and qualify based on their answers and selection criteria.
23. **Event Prize:** One individual ticket holder will have the chance to win on the day \$20,000 to be spent on one of the featured properties, but must be present on the day, for the entire day and at time of the draw. Money will be transferred via EFT to the developer from News Corp and will be taken off the final price of the selected property. The winner will need to sign a contract on the day with the developer to proceed pending funds to receive the \$20,000 bonus. If this is not possible, then the prize will be forfeited. News Corp will donate the forfeited money to The Courier-Mail Children's Foundation
24. **Additional Prize:** One entrant will be awarded a private, guided tour with Andrew Winter on the day and seek his guidance on the properties and advice as a Real Estate expert.
25. Total prize pool is valued at \$50,000, consisting of:
 - a. \$20,000 event prize
 - b. 100 tour packages valued at \$240 per couple (\$24,000 total)
 - c. Exclusive Tour for the day guided by Andrew Winter valued at \$10,000
26. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

Prize limitations

27. Prizes cannot be transferred, exchanged or redeemed for cash,
28. Winners must provide their own transport on the day, and be able to make their way to each property on their own, and within the time allocated for travel
29. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
30. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
31. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.

32. Winners will need to make themselves available on the day specified, and if not able to, then need to inform News Corp as soon as possible to forfeit their ticket.
33. Winners agree that by being present on the day mean they will photographs taken for promotional purposes and agree that News Corp and its associated entities have permission to use their image for such purposes.

COVID-19 RESTRICTIONS

34. Due to COVID-19, all precautions will be put in place by News Corp and its partners to ensure that the event day is COVID-Safe and adheres to all state based rules and guidelines as set out by the Queensland Department of Health, which can be found here: <https://www.qld.gov.au/health/conditions/health-alerts/coronavirus-covid-19/current-status/public-health-directions/business-activity/stage3>
35. News Corp and its partners assume no responsibility for anyone having caught COVID-19. As such, any winner displaying symptoms of COVID-19 will not be allowed to attend the day and asked to stay home and forfeit their ticket.
36. All attendees on the day will be required to sign a release form that will be shared with our partners stating they have not had COVID-19, or have come into contact with some with COVID-19 or travelled to a COVID-19 hotspot.

Further Terms and Conditions

37. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
38. The Promoter, The Courier-Mail and News Corp Australia and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
39. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
40. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
41. Any entrant found to be using any form of software or third party application to enhance their chances of winning 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 awarded prize to the Promoter. 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.

42. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. 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.
43. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
44. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
45. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

46. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or News Limited publications or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
47. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (Works). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide license to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such license. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sublicensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth).
48. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute

discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

49. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
50. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
51. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy located here: <https://preferences.news.com.au/privacy>