## EXPLORE PROPERTY WHITSUNDAY 'EXPLORE YOUR PROPERTY CAR GIVEAWAY'

- 1. The promoter is Hedgehog Concepts Pty Ltd T/A Explore Property Whitsunday (ABN 166 5409 181) (Explore Property Whitsunday) of 89 Shute Harbour Road Cannonvale.
- Explore Property Whitsunday 'Explore Your Property Car Giveaway' Promotion (the Promotion) commences at 12:00am CST on Saturday, 1st March 2025 and closes at 11:59pm CST on Saturday, 28th June 2025 (the Promotion Period).
- 3. To be eligible to enter the Promotion, you must:
  - 3.1 reside in Australia;
  - 3.2 be 18 years or over;
  - 3.3 accept and comply with these Terms and Conditions;
  - 3.4 you are the owner of a property situated in Whitsunday LGA or surrounding suburbs (the Property) at time of the draw
- 4. You will automatically receive one entry into the Promotion if:
  - 4.1 You register your details on the competition webpage during the promotion period
  - 4.2 You engage Explore Property Whitsunday to provide a market appraisal (sales or rental) during the Promotion Period;
  - 4.3 You liked and follow the Explore Property Facebook prior to the time of the draw.
  - 4.4 You have previously purchased a property from Explore property Whitsunday and are the current owner at the time of the draw
  - 4.5 You currently engage Explore Property Whitsunday to manage your property at the time of the draw
- 5. There is a limit of one entry per Property. If more than one owner of a property seeks to enter the Promotion, then Explore Property Whitsunday will only accept the entry of the owner that first contacted our office to arrange the appraisal of the property.
- 6. The prize comprises of a New MG3 VIN LSJZ14U93SS020365 Auto car valued at \$18,990. The MG3 Auto car will be used for promotional purposes during the promotion period and will be detailed and promotional stickers removed before handing over to the winning recipient.
- 7. The Prize is not transferrable.
- 8. Promotion draw process:
  - 8.1. The winner will be determined by a random draw conducted by a representative appointed by Explore Property Whitsunday on Sunday 29<sup>th</sup> June 2025 at 89 Shute Harbour Road Cannonvale
  - 8.2. The winner will be notified by telephone and email within 7 days of the draw: and
  - 8.3. If Explore Property is unable to contact the winner by Saturday, 5<sup>th</sup> July 5:00pm 2025, or the winner forfeits the Prize, then a redraw will be conducted on Monday 7<sup>th</sup> July 2025, in the same manner, at the same location and from the same pool of eligible entries as the first draw.
- 9. Explore Property Whitsunday will help organise the transfer of the vehicle to the winner within two weeks of the winner claiming the prize.

- 10. Details of the winner may be published on any of the following platforms:
  - 10.1. Explore Property Whitsunday social media platforms;
  - 10.2. Newspaper circulating throughout the Region.
  - 10.3. Television & radio media.
- 11. The winner must participate and cooperate, as required by Explore Property Whitsunday, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded, and authorises Explore Property Whitsunday and its relates bodies corporate to use that content for promotional, marketing and publicity purposes.
- 12. The Promoter reserves the right to:
  - 12.1. confirm your entry to the Promotion is valid;
  - 12.2. seek further clarification from you in relation to your entry and compliance with these Terms and Conditions;
  - 12.3. disqualify you if you:
    - a. tamper with or benefit from any tampering with the entry process or with the operation of the Promotion;
    - b. act in a disruptive manner or act with the intent or effect of annoying, abusing, threatening or harassing Explore Property Mackay, its related bodies corporate or their respective officers, employees, agents or contractors; or
    - c. contravene these Terms and Conditions.
    - d. List you property with another real estate agency during the promotional period
- 13. Explore Property Whitsunday decisions in relation to the Promotion, including your eligibility to enter the Promotion and the drawing process are final and Explore Property Whitsunday is not obliged to correspond with you in relation to these matters.
- 14. Explore Property Whitsunday, its related bodies corporate and their respective officers, employees, agents and contractors are not responsible for:
  - 14. 1. lost, illegible, misdirected, incomplete or damaged entries;
  - 14.2. incorrect or inaccurate transcription of information, human error, technical malfunctions or delayed entries;
  - 14.3. the failure to list your property during the Promotion Period.
- 15. To the extent permitted by law, Explore Property Whitsunday excludes all:
  - 15.1. excludes all liability to you for any loss, damage, claim or expense that you suffer or incur in connection with this Promotion and the Prize; and
  - 15.2. warranties, representations or guarantees (Warranties) regarding the Promotion and the Prize, including any Warranties which may have been made in the course of advertising or promoting the Promotion.
- 16. You release Explore Property Whitsunday and its related bodies corporate from any liability, cost, damage or expense arising out of, or in connection with, the Promotion and the Prize.
- 17. You indemnify Explore Property Whitsunday and its related bodies corporate against all claims, costs, liabilities, losses and expenses which Explore Property Whitsunday or its related bodies corporate pays, suffers, incurs or is liable for arising out of or in connection with your breach of these Terms and Conditions.

- 18. By participating in this Promotion, you acknowledge and agree that Explore Property Whitsunday:
  - 18.1. will collect and use your personal Information in order to conduct the Promotion;
  - 18.2. may disclose your personal information to its related bodies corporate, officers, employees, agents or contractors in order to conduct the Promotion; and
  - 18.3. may use your personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.
- 19. Explore Property Whitsunday reserves the right to substitute the Prize for an alternative of the same value in the event that it fails to reach mutual agreement with the winner in relation to a substitute.
- 20. If for any reason this Promotion is not capable of running as planned, and subject to regulatory approval, Explore Property Whitsunday reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.
- 21. You 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 or receiving the Prize.
- 22. 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 Explore Property Whitsunday from, and indemnify Explore Property Whitsunday against, any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Promotion.
- 23. Employees of Explore Property Whitsunday or its related bodies corporate and their immediate family members are not eligible to enter the Promotion. This includes entities controlled by the employee; and/or any contractors engaged by Explore Property Whitsunday or its related bodies corporate either generally or in the course of the promotion
- 24. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of Queensland.