

## “SMARTLINE SOUTH WEST DRIVE AWAY” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to WA residents aged 18 years or over (“**Eligible Entrant**”).
3. The Promoters are:
  - Raddon Pty Ltd (ABN: 49759368425) of Suite 2, 1<sup>st</sup> Floor, The Boardwalk, 5-7 Railway Tce, ROCKINGHAM BEACH WA 6168
  - Dreamflow Enterprises Pty Ltd (ABN: 42113795234) of 8 Sholl Street MANDURAH WA 6210
  - THEMAR Investments Pty Ltd (ABN: 46066876088) of 32 Stirling Street BUNBURY WA 6231
  - Allin Investments Pty Ltd as T/Tee for the Camplin No2 trust (ABN: 42289085649) of 56 Causeway Road BUSSELTON WA 6280
4. Employees (and their immediate families) of the Promoters and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1<sup>st</sup> cousin.
5. Promotion commences on 17/01/2017 and final entries close at 5:00pm WA local time on 17/06/2017 (“Promotional Period”).
6. This promotion is being conducted in the following participating Smartline franchises (each a “Participating Franchise”).
  - Smartline Rockingham: Raddon Pty Ltd - ABN: 49759368425
  - Smartline Mandurah: Dreamflow Enterprises Pty Ltd - ABN: 42113795234
  - Smartline Bunbury: THEMAR Investments Pty Ltd - ABN: 46066876088
  - Smartline Busselton: Allin Investments Pty Ltd as T/Tee for the Camplin No2 trust - ABN: 42289085649
7. Eligible Entrants can earn entries into the promotion by either;
  - a) submitting an application for a home loan with any of the Participating Franchises during the Promotional Period and having the home loan application unconditionally approved during the Promotional Period; or
  - b) successfully referring an eligible friend to submit an application for a home loan with any of the Participating Franchises during the Promotional Period. Only Eligible Entrants that are NOT themselves in

the process of applying for or settling a home loan with the Promoter during the Promotional Period are eligible to refer a friend. To successfully refer a friend, the following must occur during the Promotional Period:

- i. Eligible Entrant (“the **Referrer**”) must tell their friends and family who are in need of a home loan (“**Referred Friend**”) to submit a home loan application with a Participating Franchise and provide the Referrer’s details to a Participating Franchise at the time of making the home loan application;
  - ii. the Referred Friend must then submit a home loan application with a Participating Franchise and mention the Referrer at the time of submitting the home loan application as the person that referred them; and
  - iii. the Referred Friend must have their loan application unconditionally approved by the Participating Franchise during the Promotional Period. Once the Referred Friend undertakes the home loan application and mentions the Referrer (and has the home loan application unconditionally approved) during the Promotional Period, both the Referrer and the Referred Friend will each receive one (1) entry in the promotion (with the Referrer receiving an entry in respect of their successful referral and the Referred Friend receiving an entry in respect of their approved new home loan application).
8. The Promoters reserve the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant’s identity, age and place of residence) and reserve the right, in their sole discretion, to disqualify any individual who the Promoters have reason to believe have breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoters’ discretion. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoters’ legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete home loan applications or referrals will be deemed invalid.
10. Multiple entries are permitted subject to the following: (a) Eligible Entrants will receive (1) entry into the promotion for each home loan application submitted and approved in accordance with these Terms and Conditions; (b) Eligible Entrants will receive one (1) entry into the promotion as a result of each successful referral, in accordance with clause 7(b); and (c) each entry must be submitted separately and in accordance with entry requirements. For clarity, Eligible Entrants may only submit entries via one (1) method, either 7(a) or 7(b) and not both. This means that an Eligible Entrant who earns an entry by submitting a home loan in accordance with clause 7(a) cannot earn entries by referring a friend/s in accordance with clause 7(b) and vice versa.

11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. If there is a dispute as to the identity of an Eligible Entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of the Eligible Entrant.
13. There will be a separate draw conducted from entries received in each Participating Franchise, for a total of four (4) draws. The draw for each Participating Franchise will take place at 6:00pm WA local time at the relevant Participating Franchise on the dates listed in the below table:

Participating Branch	Address	Date/Time
Smartline Rockingham	Suite 2, 1 <sup>st</sup> Floor, The Boardwalk, 5-7 Railway Tce, ROCKINGHAM BEACH WA 6168	27/06/2017
Smartline Mandurah	8 Sholl Street MANDURAH WA 6210	28/06/2017
Smartline Bunbury	32 Stirling Street BUNBURY WA 6231	29/06/2017
Smartline Busselton	56 Causeway Road BUSSELTON WA 6280	30/06/2017

14. Winners will be notified in writing within two (2) business days of the draw.
15. The first valid entry drawn in each Participating Franchise will each win that Eligible Entrant ("**Participant**") the opportunity to play a contingency game ("**the Game**") for the chance to win a used 2016 MAZDA 2 N6 Automatic hatch valued at \$16,000 including registration, compulsory third party insurance and stamp duty ("**Prize**"). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. Whilst the Prize will be brand new at the commencement of the Promotion, the Promoters will allow selected staff of Participating Franchises to drive the Prize throughout the Promotional Period and prior to being awarded as the Prize. The only warranty given by the Promoters with respect to the vehicle is that it is roadworthy when given to the winner. No extended warranty is given.
16. The Game will take place at 2:00pm WA local time on 01/07/2017 at The Old Coast Road Brewery and Function Centre, Lot 1238 West Break Road, Myalup WA 6220. Any and all costs associated with attending the Game are the sole responsibility of the Participant. If a Participant is unable to attend the Game, the Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the Participant gives the Promoters written, signed notice to that effect before the start of the Game. In the event that the Promoters have not been able to contact the Participant before the start of the Game, a representative of the Promoters will play the Game on the Participant's behalf as their proxy.
17. The Prize will be on display as well as four (4) keys. Only one (1) of those keys will open the driver's side door to the Prize. The Promoters will ask each of the Participants (or their proxy, if applicable) to choose one (1) key from the four (4) keys available. The order in which each Participant will choose a key

will be determined based on the alphabetical order of the surnames for each Participant (or proxy, as applicable). Each Participant must choose only one (1) key without touching, handling or interfering in any way with any of the other keys on display. If a Participant is found to have breached this condition, he/she will be disqualified. The Participant that selects the key that opens the driver's side door of the Prize, subject to verification by the judges, will win the Prize. The remaining Participants will not win any prize.

18. Each drawn Participant's odds of winning the Prize are 1 in 4. The odds of being drawn as a Participant may be significantly higher than the odds of a drawn Participant winning the Prize, and will depend upon the number of entries received.
19. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoters and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
20. If for any reason the winner does not take the Prize by the time stipulated by the Promoters, then the Prize will be forfeited.
21. If the Prize is unavailable, the Promoters, at their discretion, reserve the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. The Prize is not transferable or exchangeable and cannot be taken as cash.
23. Eligible Entrants consent to the Promoters using the Eligible Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters.
24. If this promotion 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in their sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers,

employees and agents) exclude 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 the promotion.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) are not responsible for and exclude 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 Promoters' 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 Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of the Prize.
  
27. The Promoters collect personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in their Privacy Policy, which can be viewed at <http://www.smartline.com.au/privacy-policy/> . In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoters. The Promoters may disclose Eligible Entrant's personal information overseas, see the Promoter's Privacy Policy for more details.