

TERMS AND CONDITIONS
“\$10,000 GIFT CARD WITH PURCHASE” PROMOTION

1. Information on how to claim and the gifts form part of these Terms and Conditions. Participation in this “\$10,000 GIFT CARD” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
2. The Promotion will be conducted at Brush Creek in Lake Macquarie (“**Community**”).

PROMOTION PERIOD

3. This Promotion commences on 10th January 2023 and ends at 5pm on 31st December 2024, or while stocks last (“**Promotion Period**”).

ELIGIBILITY

4. Subject to condition 5, this Promotion is only open to Australian residents.
5. The following are ineligible; (i) employees of the Promoter, the McCloy Group or any of the Promoter’s agencies that are associated with the Promotion (**‘Excluded Employees’**); (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an Excluded Employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.
6. To be eligible to participate in the Promotion a purchaser must:
 - a. pay a \$1,500 holding deposit and contracts must be issued after 9am on 10th January 2023;
 - b. sales advice issued by Selling Agent to solicitors no later than 5pm on 31st December 2024;
 - c. exchange an unconditional contract by 5pm on 21st January 2025; and
 - d. complete the purchase of a lot in the Community in accordance with the terms of the exchanged contract.
7. Gifts are eligible on registered lots at Brush Creek in which a sales advice and contracts are issued meeting the required timeframes specified in paragraph 6 above.

GIFTS

8. Eligible purchasers who comply with all of these terms and conditions (including but not limited to the exchange and settlement criteria set out at clause 6) will receive a Gift Card valued at \$10,000 (**‘Gift’**).
9. Any ancillary costs associated with redeeming the Gift Card are not included.
10. A limit of one (1) Gift per transaction applies under this Promotion.
11. The gift will be sent via Registered Post to the Selling Agent’s office once contracts have settled. It is the winner’s responsibility to collect from the Selling Agent’s office.

GENERAL

12. The Promoter reserves the right to extend the Promotion Period if eligible home sites are still available.
13. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
15. 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
16. The Promoter's decision is final and no correspondence will be entered into.
17. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the *Australian Securities and Investments Commission Act 2001* (Cth), or the *Competition and Consumer Act 2010* (Cth) including the guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the McCloy Group of companies (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.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the McCloy Group of companies (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 Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Gift.
19. The "**Promoter**" is McCloy Edgeworth Pty Ltd (ABN 75 616 353 845) C/- McCloy Group, Suite 2, Ground Floor 317 Hunter St, Newcastle NSW 2300. Telephone: 02 4945 7500.s