

PROMOTION TERMS AND CONDITIONS

Promotion	Where would you put the Samsung Serif TV in your home?
Promotion Period	From 17:00 on 03/11/2021 to 17:00 on 01/12/2021
Prize	1 st prize: 1x 65" Samsung Serif TV (RRP \$2,699) Runners up: 200 copies of a Limited edition Bourollec brothers artwork (RRP \$140 each) Up to 201 prizes to be won
Entry	During the Promotion Period, in 25 words or less, tell us where you would put the Samsung Serif TV in your home? You are entitled to enter once only.
Judging	Judging criteria Entries will be judged on originality and creativity. Time and place We will judge the entries at 511 Church Street, Richmond, Victoria, at 12pm on 04/12/2021. Judge(s) Entries will be judged by a Promoter representative.
Notification	We will notify the winner by email.
Promoter	realestate.com.au Pty Ltd

About these Terms

1. By entering this promotion, you accept these Terms and Conditions (**Terms**).

Eligibility

2. To enter, you must be an Australian resident aged 18 years or over.
3. We do not accept entries from our employees (and their immediate families) or employees of any company associated with this promotion. Immediate family includes current or former spouse, child, parent or grandparent, uncle, aunt, niece, nephew, brother, sister, or cousin.
4. We may contact you to verify your identity, age or place of residence to confirm your eligibility to enter.
5. We may disqualify you if we reasonably believe that you have breached these Terms or have compromised the fair conduct of this promotion by acting unlawfully or improperly.

Entries

6. You are fully responsible for all of your entry content and materials, including all comments, responses, videos, artwork and images (**Entry Content**).
7. If only one entry is permitted per entrant, your first entry will be deemed to be the entry (we will disregard later entries including ones submitted via alternative email addresses/accounts).

8. We may remove or refuse to publish Entry Content without notice.
9. If your Entry Content breaches clause 10 or is incomplete, indecipherable or inaudible, we will deem the entry invalid.
10. You warrant and agree that:
 - (a) your Entry Content is your original work or you have the consent of the author to submit it;
 - (b) your Entry Content is not misleading or deceptive, fraudulent, discriminatory, defamatory, obscene, sexually inappropriate, abusive, harassing, threatening, or unsuitable for children aged under 15;
 - (c) your Entry Content will not contain viruses or cause injury or harm to any person or entity; and
 - (d) if your Entry Content depicts, quotes or refers to another individual or the brand or product of another entity, you have the consent of that individual or entity.
11. You consent to any use of the Entry Content which may otherwise infringe the Entry Content creator's/creators' moral rights under the *Copyright Act 1968* (Cth) and you warrant that you have full authority to give that consent.
12. You agree to indemnify us for any of your breaches of clause 10 or 11.
13. You grant us and our related entities a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display your Entry Content for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media.
14. You agree that if you are a winner, you consent to us using your name or image to promote this promotion and any products or services we supply.

Judging

15. Each entry will be individually judged based on the Judging Criteria. This is a game of skill and chance plays no part in determining the winner.
16. We may select additional reserve entries which we determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
17. Our decisions are final and no correspondence will be entered into.

Prizes

18. If you win the prize but do not take it (or part of it) at the time specified by us, then you will forfeit the prize (or the relevant part of it).
19. If the prize (or part of it) is unavailable, we will provide a substitute prize of equal value and/or specification.
20. You cannot exchange the prize (or any part of it) for cash, goods or services.
21. The value of the prize at the time we provide it may be different from the value advertised in our promotional materials. We are not required to 'make up' any difference in value.
22. The prize may require you to accept terms that apply to the use or supply of the prize (for example terms and conditions attaching to subscription products, supply of goods, event entry conditions, etc.). We are not a party to, or carry any liability in connection with, any third party terms.

General

23. These Terms refer to Melbourne time unless otherwise stated.
24. We may need to suspend or cancel the promotion if we become unable to conduct it as reasonably anticipated due to any reason beyond our reasonable control.
25. Nothing in these Terms limits, excludes or modifies the consumer guarantees provided the Competition and Consumer Act. Except for any liability that cannot by law be excluded, we exclude all liability for any loss or damage whether direct, indirect, or consequential, arising in connection with the promotion.
26. We collect your personal information to conduct the promotion and may, for this purpose, disclose your personal information to third parties, including but not limited to advertising clients, service providers and prize suppliers.
27. We will also use and handle your personal information in accordance with our Privacy Policy (<https://about.realestate.com.au/privacy/>).