

PENNY PLACE

ADELAIDE

Terms and Conditions

The Penny Place Car Promotion ("**Promotion**") is conducted by Flagship (Penny Place) Pty Ltd ABN 34 603 802 268 of Ground Floor, 33 Angas Street, Adelaide SA 5000 ("**Flagship**"). These terms apply to the conduct of the Promotion. By entering the Promotion, you agree to be bound by these terms and any other terms attached to the prize (including the terms of redemption). The Promotion is conducted in South Australia under Lottery Licence T20/622.

Key Dates and Locations

The Promotion commences at 12:00am ACST on 5 June 2020 and ends at 11:59pm ACDT on 30 April 2021 or an earlier time that twenty-five Eligible Purchasers have entered the Promotion ("**Promotion Period**").

The Promotion will be drawn on 31 May 2021 at 10:00am ACDT at the Penny Place Display Suite, Ground Floor, 33 Angas Street, Adelaide SA 5000 ("**Draw Date**").

Eligibility

The Promotion is open to the first twenty-five (25) eligible purchasers who:

1. is an Australian resident and over the age of 18;
2. has entered into an unconditional Contract for the Sale and Purchase of Land (residential) in the Penny Place Apartment complex at 17 Penny Place, Adelaide SA 5000 ("**Contract**");
3. has entered into the Contract after 12:00am ACST on 5 June 2020;
4. has paid in full the required 10% deposit in accordance with the terms of the Contract; and
5. if applicable, has received any regulatory approvals required by the Contract, including, but not limited to, Foreign Investment Approval Board ("**FIRB**") approval.

("Eligible Purchaser")

Where the purchaser of an apartment in the Penny Place Apartment complex is comprised of multiple individuals or entities or is not a natural person ("**Buyers**"), the Buyers must nominate one natural person as the Eligible Purchaser. The Eligible Purchaser must be one of the Buyers on the Contract.

An employee of Flagship or any entity associated with the conduct of this Promotion or an immediate family member of an employee of Flagship or any other entity associated with the conduct of this Promotion will not be an Eligible Purchaser. Immediate family member includes, but is not limited to, spouse, ex-spouse, de-facto spouse, child or stepchild, parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or immediate first cousin.

Entry into Promotion

All Eligible Purchasers that become an Eligible Purchaser prior to the processing of the Lottery Licence T20/622 will be contacted by the real estate agent for Flagship; ACCRE Pty Ltd (trading as AC Connection Real Estate) ABN 77 610 777 814, RLA 272 867 ("**Real Estate Agent**") to invite their entry into the promotion following the processing of the Lottery Licence T20/622.

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All other Eligible Purchasers will be automatically entered into the Promotion by the Real Estate Agent. On being notified of the automatic entry into the Promotion, the Eligible Purchaser may elect to opt-out of the Promotion by notifying the Real Estate Agent in writing.

An Eligible Purchaser receives one (1) entry into the prize draw ("**Entry**").

Validity of Entries

Flagship reserves the right to verify the validity of Eligible Purchasers (including their identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Eligible Purchaser who Flagship has reason to believe has breached any of these terms, tampered with the entry process or engaged in any unlawful or other improper misconduct which may jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted and rectified at Flagship's discretion. Failure by Flagship to enforce any of its rights at any stage does not constitute a waiver of those rights. Flagship's legal rights to recover damages or other compensation from such a participant are reserved.

Where a Contract is incomplete or indecipherable, there is a dispute as to the identity of the Eligible Purchaser, or the Buyers have failed to nominate a single person as the Eligible Purchaser in accordance with these terms, Flagship may deem the Eligible Purchaser's Entry invalid.

Prize

The prize is one (1) 2020 Mercedes-Benz A-Class A250e Hatch with automatic transmission including Vision Package, Seat Comfort Package, Sports Package (AMG Line) with a total manufacturer's suggested retail price of the vehicle of up to \$74,165.00 including registration, compulsory third-party insurance, stamp duty, and dealer delivery charges for South Australia ("**Prize**"). Full specifications of the 2020 Mercedes-Benz A-Class A250e Hatch can be found at this link <https://www.mercedes-benz.com.au/passengercars/mercedes-benz-cars/models/a-class/hatchback-w177/explore.html>. The Winner of the Prize is responsible for all petrol, maintenance, servicing, insurance and ancillary costs associated with the Prize. The colour, upholstery and interior trim of the Prize is at Flagship's discretion and is subject to availability. Any additions or modifications to the Prize are at the cost of the Winner.

Redemption of the Prize will only be available from Mercedes-Benz Adelaide, 20 Sir Donald Bradman Drive, Mile End SA 5031. The Prize will be available for collection from settlement of the Winner's Contract.

The total value of the prize pool is comprised of the Prize being worth \$74,165.00.

The Prize may not be transferred or exchanged except in the circumstances that the Winner is incapable or prohibited from registering the Prize, in which case the Winner may assign the Prize to another consenting person with the required legal capacity to take possession and register the Prize ("**Assignee**"). Flagship takes no responsibility for any such arrangements between the Winner and the Assignee.

The Winner or Assignee must provide Flagship with any documentation that evidences their taking possession of the Prize and receipt of the vehicle it entitles the Winner to. The Winner may be required to sign a legal release in a form acceptable to Flagship.

In the event the Prize is not collected by the Winner within 60 days of the settlement of the Winner's (or Buyer's) Contract, or the Winner's Contract is cancelled or rescinded, the Prize will be forfeited, and Flagship will award the Prize to the Reserve Winner.

If the Prize (or any part thereof) is unavailable, Flagship in its discretion, reserves the right to substitute the Prize (or that part thereof) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

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Draw

Flagship will draw the Promotion on the Draw Date. The first valid Entry drawn will win the Prize (“**Winning Entry**”). The Eligible Purchaser to whom the Winning Entry belongs is the winner of the Promotion (“**Winner**”). Flagship may draw additional reserve Entries and record them in order in case an invalid Entry is drawn (“**Reserve Winner**”). The Winner will be notified in writing or by telephone within two (2) business days of the draw. Winner’s name and suburb of residence will be published on the Penny Place website (pennyplace.com.au) and in *The Advertiser* on 11 June 2021.

Flagship’s decision is final, and no correspondence will be entered into.

General

All Eligible Purchasers consent to: (a) participate in reasonable promotional activities, including but not limited to interviews and photographic and recording sessions, in respect to their participation in the Promotion (including any outcome); and (b) Flagship using their name, likeness, image and/or voice in the event they are the Winner (including photograph, film and/or recording) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by Flagship or their related entities.

If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of Flagship, including but not limited to technical difficulties, unauthorised intervention or fraud, or force majeure, Flagship reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Purchasers or Entries; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

Nothing in these terms’ 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 consumer protection laws in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Flagship (including its respective officers, employees and agents and related entities) excludes all liability (including negligence) and will not be liable for: (a) any personal injury; (b) any loss or damage (including loss of opportunity) including direct, indirect or consequential loss (c) third party interference; (d) late, lost, altered, damaged or misdirected Entries; (e) variation in the Prize; (f) any tax liability incurred by the Winner or Eligible Purchasers; (g) use of / taking of the Prize; or (h) technical malfunction impacting the operation of the Promotion, arising in any way out of the Promotion.

As a condition of accepting the Prize, the Winner must sign any legal documentation as and, in the form, required by Flagship and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

Privacy Notice

By entering the Promotion, each Buyer and Eligible Purchaser consents to the collection of their personal information by Flagship and the Real Estate Agent. Personal information collected will be used to facilitate the administration of this Promotion, marketing of the Promotion and Flagship, and to allow Flagship to communicate with Buyers and Eligible Purchasers.

Flagship and the Real Estate Agent may disclose personal information to third parties for the above listed purposes. Flagship and the Real Estate Agent will collect and store personal information in accordance with the terms of their respective privacy policies, copies of which can be accessed at <https://www.flagshipgroup.com.au/privacy-policy/> and http://www.acrealestate.com.au/en/privacy_policy. The Winner consents to the publication of their name and suburb of residence as required by law.
