

2025 Christmas Giveaway

TERMS AND CONDITIONS STANDARD TERMS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion deems acceptance of these Terms and Conditions.
2. The Promoter is **Action Property Pty Ltd t/a Ray White Carnegie** (ABN - 94 934 546 571) of 77 Koornang Road, Carnegie VIC 3163

WHO CAN ENTER

3. Entry is open to residents within Murrumbeena VIC 3163 and Hughesdale VIC 3166 for the *nominator*. The **nominee** can reside anywhere within the Melbourne Region VIC.
4. Entrants can enter their nominee as per the required fields of entry
5. Employees (and their immediate families) of the Promoter including but not limited to Monash and Glen Eira staff and contractors are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, defacto spouse (whether natural or by adoption), parent, step-parent, grandparent, stepgrandparent, aunt, niece, sister, stepsister or first cousin.

HOW TO ENTER

6. The Promotional Period commences on the 12th of December at 9am (AEDT) and concludes on the 24th of December at 11.59pm (AEST). Entries must be received by the Promoter by the competition close date and time.
7. To enter, individuals must complete the entry form during the Promotional Period.
8. Entrants (or guardians/parents/children) must complete the full form via the link provided for valid entry.
9. Entrants may only submit one entry.

PRIZE/s

11. The prizes are five x \$200 visa gift cards (one per selected nominator)
12. The promoters will contact the winners to arrange for collection of the prizes from the 26th of December 2025.
13. The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. If the winner is unable to satisfy these terms and

conditions or a prize is not utilised or able to be taken within any specified timeframes, the prize will be forfeited by the winner.

14. The prizes, or any unused portion of a prize, are not transferable, or redeemable for cash. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

15. In participating in the promotion, the winner agrees to participate and cooperate as required in all editorial or marketing activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.

16. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The winner undertakes to be personally liable to observe these terms and conditions.

HOW TO WIN

17. Each entrant who has entered the promotion over the Promotion Period in compliance with these terms and conditions will be eligible.

18. The winner will be selected by the promotor and announced on or within a few days of the 26th of December 2025.

19. The Promoter's decision is final and no correspondence will be entered into.

20. The winner must, upon request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoter, that demonstrates the winner is an eligible entrant (as defined by clauses 3, 4 and 5 of these terms and conditions) and has complied with these Terms and Conditions.

21. As a condition of accepting the prize, the winner must sign any legal documentation requested (if applicable) in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

22. Incomplete, incomprehensible or otherwise misleading entries may be deemed invalid by the Promoter.

23. Entries for the promotion may be deemed invalid by the Promoter, if they are submitted in a manner or format or otherwise which suggests that an automated or robotic service has been used to generate and/or send entries.

24. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

25. When an entrant submits any materials via the promotion including comments, and images ("Content"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sublicensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub- licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

26. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

27. Ray White Carnegie and associated agencies will take no responsibility for prizes which may be damaged, delayed or lost in transit, or for late, lost or misdirected entries.

28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

29. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

30. Ray White Carnegie will not be liable for any misadventure, accident, injury, loss, fees or expense (including but not limited to consequential loss) or claim that may occur: a) during the promotion period; b) as a consequence of late, lost or misdirected entries; c) due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; d) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion; e) during the use of the prizes; f) due to circumstances outside the Promoters' reasonable control. g) Ray White Carnegie and their affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

31. 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 2010, as well as any other implied warranties or similar consumer protection laws in the State and Territories of Australia.

USE OF PERSONAL INFORMATION

32. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to internal Agency purposes, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, use this information for promotional, marketing, publicity, research, profiling and/or other purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. Ray White Carnegie is collecting this personal information for the purpose of administering the promotion. The information will be used for administration & geographic promotional purposes and will not be disclosed to any other party except as required by law. If you fail to provide this information, Ray White Carnegie cannot process your entry.