

Terms & Conditions Neon Nights Franklin Lucky Door Prizes ("Terms and Conditions")

Promotion	Neon Nights Franklin Lucky Door Prizes, 2024
Promoter	Scape Australia Management Pty Ltd ACN 603 368 609 and its related bodies corporate of Level 14, 275 George Street, Sydney NSW 2000
Promotion Period	Start Date: 24 May 2024, 5:30 PM End Date: 24 May 2024, 10:00 PM
Eligible Applicants	<ul style="list-style-type: none"> Participants must be current residents of Scape or non-Scape guests invited by current residents. Each Scape resident must invite at least one non-Scape friend to qualify for entry into the draw. Both the resident and their guest(s) will receive one ticket per guest invited. Employees of Scape Franklin, involved agencies, and their immediate family members are not eligible to participate in the prize draw.
How to apply	<p>Eligible Applicants who complete the following steps (each, an "Eligible Entrant") will be entered into the Promotion:</p> <ul style="list-style-type: none"> To participate, Scape residents must register themselves and their non-Scape guest(s) using the provided registration link prior to the event and show up for a tour at Scape Franklin at 5.30PM on May 17th. Upon verification at the event, residents and their registered guests will receive their respective tickets for the prize draw. Each non-Scape guest increases the resident's chance by adding an additional entry under the resident's name.
Winners	<ul style="list-style-type: none"> Prize winners will be selected at random from all eligible tickets received during the promotion period. The draw will take place during the event at approximately 9:00 PM. Winners must be present at the time of the draw to claim their prize. If a winner is not present, another draw will be conducted immediately. Winners will be announced live at the event and must come forward to collect their prize.
Offering	One MacBook Air, one Beats Solo 4, one HomePod mini
Value of the Offering	MacBook Air: \$1799 Beats Solo 4: \$329.95 HomePod mini: \$149
Conditions of Offering	<ul style="list-style-type: none"> The Offering is not valid in conjunction with other promotions and not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion) and is exclusively for the purpose outlined in the 'Offering'. Each Winner is responsible for all associated costs with the Offering, including where applicable, travel, visas and any other ancillary costs. Any values noted in these Terms and Conditions are GST exclusive, are in Australian dollars and are correct at the time of printing. If any part of the Offering is not available for any reason, the Promoter reserves the right to substitute that part of the Offering for something similar in value. The Promoter may require further information before applying the Offering and may make reasonable efforts to get in touch with the Winner/s using the contact details provided. The Promoter will take no responsibility for incorrect or illegible details written or provided on any application forms which results in the Promoter being unable to contact the Winner/s to confirm the Offering. Except as specifically provided for in these Terms and Conditions, all other terms and conditions of the relevant residential tenancy agreement and ancillary documents continue to apply and are not varied by these Terms and Conditions. The allocation of the Offering is subject to availability of rooms and/or beds (including, without limitation, during or after the Promotion Period). The Promoter reserves the right, without notice, to withhold or grant an Offering (or any part thereof) to any Winner at any time. The Promotion is in no way endorsed, sponsored or administered by Instagram or TikTok, and each Eligible Applicant releases those social media platforms from any liability in connection with the Promotion.
Notification Date	The Promoter will use reasonable endeavours to notify Winners about the outcome of an Offering application/post within approximately 24 hours after judging occurs at 9pm on 17 May 2024.

General

1. Definition and acknowledgement

- (a) In these Terms and Conditions, “you” refers to any person entering the Promotion.
- (b) You acknowledge and agree that you have read these Terms and Conditions and that by entering the Promotion you are deemed to have accepted these Terms and Conditions.

2. Taxes

Any taxes, duties or levies which may be payable due to the Winner receiving the Offering are the sole responsibility of the Winner. The Promoter encourages each Winner to seek independent financial and tax advice.

3. Exclusion of Liability

- (a) Whilst the Promoter will use all reasonable endeavours to arrange the distribution of the Offering, by entering this Promotion, you acknowledge that circumstances beyond the control of the Promoter may prevent the distribution of the Offering.
- (b) To the extent permitted by law, the Promoter is not liable for any loss, including (but not limited to) direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission (deliberate or negligent) by the Promoter or their servants or agents in connection with the Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to you.
- (c) Nothing in these Terms and Conditions affect, nor is intended to affect, any rights you might have that are not able to be excluded under applicable Australian consumer protection laws.

4. Use of Personal Information

The Promoter will collect, hold, use and disclose your personal information in accordance with the Promoter’s privacy policies located on the following website: www.scape.com/en-au/about/privacy. By entering the Promotion, you acknowledge that you have read, understood and accepted this privacy policy and consent to the Promoter collecting your sensitive information (if applicable) in accordance with the privacy policy.

5. General

- (a) The Promoter, its employees, officers, agents, parent companies, related bodies corporate, investors, business partners and subsidiaries are not responsible for and shall not be liable for:
 - (i) any condition caused by events beyond the control of the Promoter that may cause the Promotion or Offering to be disrupted or corrupted;
 - (ii) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by or contributed to the Offering or resulting from acceptance, possession, use, misuse, withdrawing, or withholding of the Offering, or from participation in the Promotion; or
 - (iii) any printing or typographical errors in any materials associated with the Promotion or the Offering.
- (b) The Promoter reserves the right to, at any time:
 - (i) make any enquiries for the purpose of assessing the honesty and integrity of the relevant Eligible Applicant or Winner;
 - (ii) in its sole and unfettered discretion, disqualify an Eligible Applicant or Winner;
 - (iii) cancel or suspend the Promotion if the security, fairness, integrity, or proper operation of the Promotion or Offering is compromised in any way, including by unauthorised human intervention or any other causes beyond the reasonable control of the Promoter;
 - (iv) disqualify any Eligible Applicant or Winner who engages in offensive, illegal or objectionable conduct in respect of the Promotion;
 - (v) disqualify any Eligible Applicant or Winner who tampers with the application process, or who submits an application that is not in accordance with these Terms and Conditions;
 - (vi) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and/or
 - (vii) request an Eligible Applicant or Winner to provide proof of age or identity, or enrolment and participation in an Australian university (or similar tertiary education facility) course or Promotion that satisfies these Terms and Conditions.
- (c) To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make an internal decision regarding such situation. Subject to any regulator or authority direction to the contrary, the decision of the internal review will be final and binding.
- (d) In the event that an Eligible Applicant or Winner is identified as being in breach of these Terms and Conditions, the Promoter reserves the right to refuse to allow the Eligible Applicant or Winner to take part in, or receive, any or all aspects of the Offering.
- (e) The Promoter reserves the right to cancel or amend the Promotion, the Offering and/or these Terms and Conditions without prior notice. Any such changes will be notified to participants as soon as reasonably possible by the Promoter.
- (f) These Terms and Conditions are governed by the laws of New South Wales, Australia. By entering this Promotion, you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.