

ELDERS REAL ESTATE
\$25K YOUR WAY

1. The promoter is Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) of Level 10, 80 Grenfell Street, Adelaide, SA 5000.
2. Elders' \$25k Your Way Promotion (the **Promotion**) commences at 12:00am ACST on Monday, 29 July 2024 and closes at 11:59pm ACST on Friday, 31 October 2024 (the **Promotion Period**).
3. To be eligible to enter the Promotion, you must:
 - 3.1. reside in Australia;
 - 3.2. be 18 years or over; and
 - 3.3. accept and comply with these Terms and Conditions.
4. You will automatically receive one (1) entry into the Promotion if:
 - 4.1. you are the owner of a property situated in Australia (the **Property**);
 - 4.2. you engage Elders or a Franchisee (as applicable) to conduct a free appraisal for the sale or lease of the Property by completing the Registration Form that is accessible via the following link <https://www.eldersrealestate.com.au/25kyourway/> (the **Appraisal**); and
 - 4.3. Elders or the Franchisee (as applicable) completes the Appraisal during the Promotion Period.
5. There is a limit of one (1) entry per Property. If more than one (1) owner of a Property seeks to enter the Promotion, then Elders will only accept the entry of the owner that first completed the online Registration Form.
6. One (1) entrant will win a prize comprising a lump-sum payment of:
 - 6.1. \$25,000 transferred to the winner's nominated bank account as detailed in clause 9; and
 - 6.2. an additional \$5,000 if the winner entered into an exclusive sales agency or Property Management agreement with Elders or the Franchisee (as applicable) during the Promotion Period for the sale of the Property (as applicable) that is the subject of the winning entry,(collectively, the **Prize**).
7. The Prize is not transferrable.
8. Promotion draw process:
 - 8.1. the winner will be determined by a random draw conducted by a representative appointed by Elders and witnessed by an independent scrutineer at Level 10, 80 Grenfell Street, Adelaide, SA 5000 at 10:00am ACST on Monday, 4 November 2024;
 - 8.2. the winner will be notified by telephone and email within 7 days of the draw; and
 - 8.3. if, after making reasonable efforts, Elders is unable to contact or locate the winner by Monday, 11 November 2024, or the winner forfeits the Prize, then a redraw will be conducted on Monday, 9 December 2024, in the same manner, at the same location and from the same pool of eligible entries as the first draw.

9. Elders will provide the Prize to the winner via electronic funds transfer into a bank account nominated by the winner in writing and additionally confirmed over the phone to ensure accuracy. Elders will use its best endeavours to transfer the funds within 28 days of it receiving details of the winner's nominated bank account.
10. Details of the winner will be published on the following platforms:
 - 10.1. Elders' website: <https://www.eldersrealestate.com.au/25kyourway/>; and
 - 10.2. a newspaper circulating throughout Australia before 20 November or 31 December 2024 should a redraw need to take place.
11. The winner must participate and cooperate, as reasonably required by Elders, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded, and authorises Elders and its related bodies corporate and, where applicable, the Franchisee to use that content for promotional, marketing and publicity purposes.
12. The Promoter reserves the right to:
 - 12.1. confirm your entry to the Promotion is valid;
 - 12.2. seek or request further information from you in relation to your entry and compliance with these Terms and Conditions;
 - 12.3. disqualify you if you:
 - a. tamper with or benefit from any tampering with the entry process or with the operation of the Promotion;
 - b. act in a disruptive manner or act with the intent or effect of annoying, abusing, threatening or harassing Elders, a Franchisee or any of their related bodies corporate or their respective officers, employees, agents or contractors; or
 - c. contravene these Terms and Conditions.
13. Elders' decisions in relation to the Promotion, including your eligibility to enter the Promotion and the drawing process are final and Elders is not obliged to correspond with you in relation to these matters.
14. Elders, each Franchisee and their related bodies corporate and their respective officers, employees, agents and contractors are not responsible for:
 - 14.1. lost, illegible, misdirected, incomplete or damaged entries;
 - 14.2. incorrect or inaccurate transcription of information, human error, technical malfunctions or delayed entries;
 - 14.3. the failure to conduct an Appraisal during the Promotion Period.
15. Elders or the Franchisee (as applicable) reserves the right to refuse to undertake an Appraisal at its sole discretion.
16. To the extent permitted by law, Elders excludes all:
 - 16.1. liability to you for any loss, damage, claim or expense that you suffer or incur in connection with this Promotion and the Prize; and

- 16.2. warranties, representations or guarantees (**Warranties**) regarding the Promotion and the Prize, including any Warranties which may have been made in the course of advertising or promoting the Promotion.
17. You release Elders, each Franchisee and their related bodies corporate from any liability, cost, damage or expense arising out of, or in connection with, the Promotion and the Prize.
18. You indemnify Elders, each Franchisee and their related bodies corporate against all claims, costs, liabilities, losses and expenses which Elders or its related bodies corporate pays, suffers, incurs or is liable for arising out of or in connection with your breach of these Terms and Conditions.
19. By participating in this Promotion, you acknowledge, consent and agree that Elders and each Franchisee (where applicable):
 - 19.1. will collect and use your personal information in order to conduct the Promotion;
 - 19.2. may disclose your personal information to its related bodies corporate, officers, employees, agents or contractors in order to conduct the Promotion; and
 - 19.3. may use your personal information for future promotional, marketing and publicity purposes unless otherwise directed by you in writing.
20. Elders' Privacy Policy explains in detail how it will store personal information, what will be used for and how it will be protected. This can be accessed at <https://elders.com.au/privacy-policy/>.
21. Subject to any law or regulation to the contrary, Elders reserves the right to substitute the Prize for an alternative of the same or greater value if (after making reasonable attempts) it fails to reach mutual agreement with the winner in relation to a substitute.
22. If for any reason this Promotion is not capable of running as planned, and subject to regulatory approval, Elders reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion.
23. You are liable for any taxes, duties or other applicable charges that may be due and payable, for whatever reason, resulting from participating in the Promotion or receiving the Prize.
24. The winner's use of the Prize is entirely at the winner's own risk. Before a Prize is awarded, the winner may be required to sign an agreement to release Elders and each Franchisee from, and indemnify Elders and each Franchisee against, any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Promotion.
25. Employees of Elders, or any Franchisee, or its related bodies corporate and their immediate family members are not eligible to enter the Promotion. This includes entities controlled by the employee; and/or any contractors engaged by Elders, or any Franchisee, or its related bodies corporate either generally or in the course of the Promotion.
26. Residents of Australian Capital Territory are excluded from the Promotion.
27. In these Terms and Conditions, "**Franchisee**" means a franchisee of Elders who operates a real estate agency business in Australia (excluding Australian Capital Territory).
28. For the avoidance of doubt, in these Terms and Conditions, a reference to 'Elders' includes its related bodies corporate.
29. Any dispute arising out of or in relation to the Promotion shall be governed by the laws of South Australia.
30. Elders holds the following licences and/or authorities for the Promotion:

30.1. South Australia License Number T24/1156; and

30.2. New South Wales Permit Number NTP/10269.