

Metricon Energy Saver Plus Pack Promotional Giveaway Terms and Conditions

Promotion Name	Metricon Energy Saver Plus Pack Promotional Giveaway
Promotion Type	Consumer and Trade Promotion
Promoter	Metricon Homes Pty Ltd (ABN 55 201 276 124) of 501 Blackburn Road, Mount Waverley (03) 9915 5555
Relevant States	Open to Victorian residents only
Entry Restrictions	<p>Entrants must deposit to build a house with Metricon between 15/09/2019 and 01/12/2019. If the home contract is cancelled following the conclusion of the promotion, all prizes will be forfeited and no cash or other alternative given.</p> <p>Entrants must be Australian residents 18 years of age or older. Employees, directors (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.</p>
Promotion Period	<p>The Promotion starts on the 15th September 2019 at 9:00am AEST.</p> <p>The Promotion closes on 1 December 2019 at 12:00pm AEST.</p> <p>No entries will be accepted after the Promotion closes.</p> <p>Metricon reserves the right to close the promotion early.</p>
Verification Requirements	Entrants may be required to provide proof of identity and residency. If requested, winner must provide proof of age before they will be awarded their prize.
Entry Procedure – Prize Draw	<p>Entry is open to residents of Victoria who have deposited to build a home with Metricon and subsequently completed the relevant “Metricon Energy Saver Plus Pack Giveaway Web Form” via the Metricon website between 9:00am (AEST) 15th September 2019 & 12:00pm (AEST) 1 December 2019.</p> <p>Entries into the prize draw are dependent upon completing the form and providing the requested contact information.</p>
Maximum Number of Entries	Multiple entries are not permitted.
Draw Details	<p>The draw will take place on 3 December at 12.00pm AEDST.</p> <p>The first valid entry drawn will win an Energy Saver Plus Pack.</p>

	<p>Prize Draw Location: 501 Blackburn Road, Mount Waverley, VIC 3149 Draw Method: Random Electronic.</p>
Prize Details	<p>Prize consists of: 1 x Energy Saver Plus Pack. Total prize pack value up to RRP \$36,550* dependant on the size and scale of your home and its capacity to support energy efficiency solutions. Prize pack includes a solar power system with 5KW inverter suited to the size of the home, increased insulation, draft seals, LED lighting, double glazing and two sensor extraction fans. Prize will also include an independent As-Built testing certificate to ensure the home inclusions are delivered to meet the Sustainability Victoria Zero Net Carbon Homes program standards. Other items pictured in competition photographs are not included.</p> <p>The prize winner/s will be required to make themselves available for marketing opportunities after the completion of their Metricon home so Metricon can track the benefits of the Energy Saver Plus Pack. This may include participating in a video testimonial, photography shoots, and providing feedback for written content on Metricon and Sustainability Victoria's promotional channels.</p> <p>*RRP price value is accurate as at September 2019</p>
Prize Restrictions	<p>Prizes are not transferable or exchangeable and cannot be redeemed as cash. The Promoter's decision is final and no correspondence will be entered into.</p>
Notification of Winners	<p>The winner will be notified by email within 2 days of the prize draw. Winners name will be published on Terms & Conditions page of the Metricon website on 4 December 2019.</p>
Prize Claim Dates and Unclaimed Prize Arrangements	<p>Prizes must be claimed within three months of the Prize Draw. In the event of an unclaimed prize, the prize will be forfeited and no cash or other alternative given.</p>
Collection of Entrants Personal Information	<p>Metricon respects your privacy. By submitting this form, you agree that you have read our Privacy Policy and consent to us referring your details to the finance partner in your relevant build area, including: Loan Gallery Finance Pty Ltd, or Gremerc Pty Ltd (trading as Finance Path). This applies in all Victorian areas. Please indicate if you do not wish to be referred. Loan Gallery Finance Pty Ltd ACN 163 825 670 provides credit assistance under Australian Credit Licence Number 475302, Gremerc Pty Ltd ABN 15 134 548 128, trading as "FinancePath", Australian Credit licence 388674. Your information is collected by Metricon Homes</p>

	<p>Pty Ltd (Metricon) and will be used and held in accordance with our Privacy Policy. To access or change your information, please contact us using the details set out in our Privacy Policy.</p>
<p>Additional Terms</p>	<p>In accordance with the Victorian Commission for Gambling Regulation Act 2003 and Victorian Commission for Gambling Regulation Regulations 2005.</p> <p>This promotion is in no way associated with, sponsored, endorsed or administered by Instagram or Facebook. Entrants release Instagram and Facebook from all liability in respect of this promotion.</p> <p>Cost savings on any Energy Saver Plus pack are dependent on the behaviour of the home's occupants. Metricon makes no guarantees on cost savings on this basis.</p>

Conditions of Entry

These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.

Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

This is a consumer promotion, entry to this Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions

Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with the Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

Entry

The Promotion will be conducted during the Promotion Period.

To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.

Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.

Entrants may enter the Promotion once only, multiple entries are not permitted.

Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

Determining and notifying winners

The prize draw(s) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.

Winners will be notified as specified in the Schedule.

Prizes

The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.

Claiming prizes

Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.

If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified.

General

The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:

- fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
- tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;

- acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
- engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.

Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).

All entries will be the property of the Promoter and will not be returned.

Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.

If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.

If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.

A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent that it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality or suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.

The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.

The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and is required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <https://www.metricon.com.au/privacy-policy>