

TERMS AND CONDITIONS

BMW Promotion

General

1. Information on how to enter forms part of these terms and conditions of entry. Entry into the competition constitutes acceptance of these terms and conditions.
2. The promoter is Oresome (WA) Pty Ltd (ACN 131 733 876) trading as Crawford Realty of Shop 2/2 Byass St, South Hedland, WA 6722 ("Crawford Realty"). Additional participating agencies (an "Agency") in the promotion are Crawford Realty Karratha Pty Ltd trading as Crawford Realty Karratha ABN: 50147982152 – Licensee Crawford Realty Karratha Pty Ltd TC RA 62843 and Crawford Realty Newman Pty Ltd trading as Crawford Realty Newman ABN: 48147982143 – Licensee Crawford Realty Newman Pty Ltd TC RA 6284.
3. For the purposes of these terms and conditions Crawford Realty includes all related and subsidiary companies, past, present and future officers, agents, representatives, employees and assigns.
4. Entry is only open to Australian residents who are 18 years or over age who own a property located in the Pilbara Region.
5. Employees of Crawford Realty and their immediate families and agencies associated with this promotion are ineligible to enter. 4. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or 1st cousin.

The Prize

6. There will be one new 2012 Model BMW Z4 Sdrive 20i (specifications to be determined at the discretion of Crawford Realty) awarded as the prize, including 12 months registration, government stamp duty and dealer delivery fee. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.
7. The prize will be pre-purchased by Crawford Realty and cannot be substituted for cash or another vehicle.
8. The total prize value is in excess of \$100,000.
9. The prize will be licensed in the winner's name or licensed to a person who is nominated by the winner. Licensing of the car is to be performed by Crawford Realty's nominated Western Australian BMW dealership. Once the vehicle has been licensed, the winner must confirm with Crawford Realty arrangements for collection or delivery of the car. The winner must allow up to 7 business days for the licensing of the prize.
10. Any costs relating to the transport of the prize to the winner if they are unable to collect the vehicle from the draw location will be at the winner's expense.

The Promotion Period

11. The promotion period commences at 12.01am Monday 18th July and finishes immediately when 500 new clients are secured by Crawford Realty and the additional participating agencies in accordance with the entry requirements of the promotion, subject to a maximum promotion period of 12 months.

Promotion Entry Conditions

12. To become a valid entrant in the promotion entrants must sign either (i) a REIWA Exclusive Listing Authority contract with Crawford Realty or an Agency for a minimum listing period of 90 days or (ii) a valid REIWA Management Authority contract for a minimum management period of 36 months. The listing /management period must commence within the promotion period.
13. Each entrant must also complete a valid entry form and agree to these terms and conditions.
14. Crawford Realty reserves the right to allow additional entrants to participate in the promotion if they signed a REIWA Exclusive Listing Authority contract or REIWA Management Authority contract with Crawford Realty or an Agency within the two week period immediately prior to the commencement of the promotion period.
15. Existing clients of Crawford Realty or an Agency are permitted to enter the promotion if their REIWA Exclusive Listing Authority contract or REIWA Management Authority contract expires within the promotional period and they enter into another binding REIWA Exclusive Listing Authority contract or REIWA Management Authority contract that complies with these terms and conditions.
16. If a REIWA Exclusive Listing Authority contract or REIWA Management Authority of a client of Crawford Realty or an Agency expires or is terminated prior to the end of the promotion period the client will not be a valid entrant in the promotion. The client can become a valid entrant by signing an extension of the contract, providing that the REIWA Exclusive Listing Authority contract or REIWA Management Authority contract and extension thereof complies with these terms and conditions.
17. Should an entrant's property go under offer or be sold at any time during the promotion period they still remain an eligible entrant in the draw.
18. Entrants are entitled to one entry per property listed with Crawford Realty or an Agency regardless of whether for sale or management or both. Where there are multiple owners of a property, the owners as a group make up only one entrant. Crawford Realty will not be responsible in any way, for ownership disputes over the prize between multiple owners.
19. The maximum number of entries that a client of Crawford Realty or an Agency may have in the draw is 10 entries. This includes if clients have multiple entity names. Property development clients may have a maximum of 10 entries regardless of the number of properties or units in the development and the ownership structure.

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20. Crawford Realty reserves the right to verify the validity of each entry and each entrant up until 1 hour prior to the draw and disqualify any entry or entrant who has not complied with these terms and conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an entrant Crawford Realty reserves the right, in its sole discretion, to determine the identity of the entrant.
21. Entries into this draw will not automatically be entered into any subsequent draws, if applicable.
22. All ancillary costs associated with taking part in the promotion, including but not limited to travel to the draw location, delivery of the car to the winner, will be the responsibility of the entrant/participant.
23. 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, the promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

The Draw

24. The draw will take place at a venue, date and time of Crawford Realty's choosing, with each valid entrant to receive an invitation to the draw in writing prior to the draw.
25. If the entrant cannot attend the draw the entrant may appoint a proxy who will be available on the day to participate in the draw on their behalf. The manager of operations for Crawford Realty will be the proxy for all absent entrants.
26. If the winner has nominated a proxy the winner will be notified by telephone on the day of the draw.
27. The draw process will be as follows:
 - a. there will be a draw prize box with 500 keys inside – each key will appear the same in size, look and feel.
 - b. Only 1 of the 500 draw keys will fit the padlock which unlocks the prize box and holds the vehicle keys.
 - c. Upon the official commencement of the draw the valid entrants will be called forward in a pre-selected random order and will be required to take 1 key from the master draw box for each entry they have in the draw.
 - d. The key will then be tried in the padlock by the entrant or proxy.
 - e. The participant with the key that first opens the padlock to the prize box will be the winner of the promotion. There will be only 1 winner of the promotion.
28. Crawford Realty's decision in relation to all aspects of this promotion and its terms and conditions are final and no correspondence will be entered into.
29. Crawford Realty reserves the right to require the winner to provide proof of age, identity and residency prior to awarding a prize.

Warranty and Liability

30. Except for any liability that cannot be excluded by law, the promoter (including its officers, employees and agents, the Agency and officers, employees and agents of the Agency) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or winning the prize, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the promoter) due to any reason beyond the reasonable control of the promoter; (d) any variation in prize value to that stated in these terms and conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize. It is a condition of accepting the prize that the winner will be required to sign a legal release in a form determined by Crawford Realty in its absolute discretion.
31. Crawford Realty collects entrants' personal information in order to conduct the competition and its normal business. By entering the competition, each entrant agrees that Crawford Realty may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or correct any information should be directed to the Crawford Realty office at their address set out below.
32. Crawford Realty's policy in relation to compliance with the Privacy Act are available upon request from its office. All information collected to run the promotion will be held and dealt with in compliance with the Privacy Act.
33. All entrants consent to Crawford Realty using the entrant's name, likeness, image and/or voice in the event they are the winner of the prize (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the promotion (including any outcome thereof), and promoting any products and services supplied by Crawford Realty or an Agency. Entrants also agree to make themselves available to enable Crawford Realty to produce such material.
34. Unless expressly stated within these terms and conditions all other costs, expenses and liability of an entrant are the responsibility of the entrant.
35. Crawford Realty accepts no responsibility for any tax or financial implications that may arise from receipt of the prize. Independent financial advice should be sought.