

THE \$10K UPGRADE – THE FINE PRINT

WIN A \$10,000 RENOVATION FOR YOUR INVESTMENT PROPERTY

PROMOTER & SUPPLIER – DOWLING NEYLAN TRADING AS HILLSURF PTY LTD

Terms & Conditions of Entry.

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion is deemed acceptance of these Conditions of Entry.
2. Entry is only open to Australian residents. Employees and immediate families of the Promoter and Supplier are ineligible. 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, step-sister, or 1st cousin.
3. One entry per new property. To be eligible you must fall into these three categories:
 - a) **Bring a new management to Dowling Neylan Real Estate located within a 10km radius of any Dowling Neylan Real Estate office, with minimum 6 months left on the current lease, with the property rented at a minimum \$400 per week.**
 - b) **Give an authority to lease and manage your property located within a 10km radius of any Dowling Neylan Real Estate office, becoming valid once a tenant signs a 12-month tenancy agreement, with the property rented at a minimum \$400 per week.**
 - c) **Refer a person or persons that falls into the above two categories.**
 - d) **Definition of the term “Property” for the purpose of this promotion - Property means residential improved real property approved and used or occupied for residential/permanent rental purposes. Developed property for which the building Final permit has been issued for tenancy.
All public liability and insurances must be in place and the residence be it a House, unit, apartment or town house will only be accepted as part of this promotion (no Commercial Properties). Proof of ownership must be supplied. No secondary dwelling i.e. ‘Granny Flat’ will be accepted.**
4. The Promotor reserves the right to refuse to take on the management of a property for any reason whatsoever, including but not limited to reasons such as financial viability, property maintenance and existing tenancy issues.
5. Existing property managements and/or lease renewals of existing properties with Dowling Neylan Real Estate are not eligible for this promotion. Current customers who wish to bring additional properties across to management will qualify.
6. Promotion commences on the **Wednesday 18th September 2019** At 9am AEST. Entries close once 25 eligible properties have entered the competition; or by **Wednesday, 13 March 2020** at 5pm AEST.
7. The one (1) winner will be notified by email and/or social media. After confirmation the winner’s name will be published on the Dowling Neylan Real Estate website for one month from 9am AEST on Thursday, 19th March 2020.
8. The Promoter’s decision is final, and no correspondence will be entered into.
9. The winner will be drawn randomly.
10. The prize includes a renovation or cosmetic renovation to your house or your investment property to the value of \$10,00 AUD including GST.
11. All renovations and trades arrangements will be booked by Dowling Neylan Real Estate.
12. Total prize pool is valued at \$10,000 including GST. All values are in AUD and include GST.
13. Once redeemed, if the value of the prize is less than the total prize pool, the remaining balance will be forfeited.
14. A list of building companies assigned to complete the renovation will be at the sole discretion of the Supplier. The winner will select from the list. Failure to engage one of the assigned companies will result in the prize being forfeited.
15. Any further costs or fees associated with the prize beyond the value of \$10,000 AUD (including GST) will be at the full responsibility of the winner and only the winner.

16. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative prize to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
17. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for any liability, which cannot be excluded by law.
18. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
19. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
20. The prize, or any unused portion of this prize, is not transferable or exchangeable and cannot be taken as cash.
21. If the prize (or part of the prize) is unavailable, the Supplier, 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, subject to any written directions from a regulatory authority.
22. If this promotion is interfered with in any way or is not capable of being conducted as a reasonably anticipated due to any reason beyond the 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.
23. Except for any liability that cannot be excluded by law, The Promoter (including its directors, employees and agents) excludes all liability including negligence, for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, 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 and Supplier's control);
 - (b) Any theft, unauthorised access or third-party interference;
 - (c) Any entry prize claim that is late, lost, altered, damaged, or misdirected (whether or not their receipt by the Promoter and Supplier) due to any reason beyond the reasonable control of the Promoter and Supplier;
 - (d) Any variation in prize value to that stated in these Conditions of Entry;
 - (e) Any tax liability incurred by winner or entrant; or
 - (f) Use of the prize
24. This promotion is governed by and is to be construed in accordance with the laws of Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and waives any right to object to proceedings being brought in those courts.
25. The Promoter and Supplier is Hillsurf Pty LTD T/A Dowling Neylan Real Estate ABN 87086583940.