

RETHINK INVESTING PTY LTD

Terms and Conditions of Entry for the Inside Commercial Property 50th Episode Competition

COMPETITION OUTLINE

The Competition: The Inside Commercial Property 50th Episode Competition (“**The Competition**”)

Organiser: RETHINK INVESTING PTY LTD
ACN: 605 682 782
Shop 1, 570 Oxford Street
BONDI JUNCTION NSW 2022
Australia

Period: Starts 07.00 pm on 18th July 2024 AEST
Finish 11.59 pm on 31st July 2024 AEST

No entries accepted after this time and date.

Verification Requirements: To be eligible to take part in this Competition you must be:

- (a) an Australian resident;
- (b) over the age of 18 years at the time of entry.

Entry Procedure: To enter the Competition you must within the Period:

- (a) Subscribe to the Inside Commercial Property YouTube channel (“**The Channel**”); and
- (b) Comment “#ICP50Giveaway” (“**Comment**”) on the designated video.

Each subscription to The Channel, together with the Comment will constitute an “**Entry**”. Only one Entry is permitted per person. Multiple entries from the same person will be disqualified.

There is no entry fee and no purchase necessary to enter this competition.

Prize Details: The winner of the competition will receive:

- (a) A \$0.00 sign-up fee for registering as a client with Rethink Investing Pty Ltd (ordinarily valued at \$2,490.00 plus GST); and
- (b) The opportunity to work directly with Rethink Investing Pty Ltd’s managing director, Scott O’Neill, on your deal should you secure a commercial property through Rethink Investing Pty Ltd.

Collectively “**The Prize**”.

Restrictions: The directors, managers, employees, officers, agents and contractors of Rethink Investing Pty Ltd, or its related companies, and their immediate families (i.e. spouse, partner, parent,

grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter to this offer.

The winner must agree to sign up as a client with Rethink Investing Pty Ltd under the standard terms and conditions of service and will be subject to any other associated fees charged by Rethink Investing (such as their standard fees of \$14,990 (plus GST) or 1.9% (plus GST) of the purchase price) which are not included in The Prize.

Determination of Winner:

Upon completion of the Entry, you will be placed into a draw to win The Prize. The winner will be selected at random from all eligible entries.

Winner Notification:

The winner will be notified that they have won between 1st August 2024 – 5th August 2024 and will be notified by email or telephone.

Prize Claim Date

The winner must claim their prize no later than **7 clear days of notification of winning** (the "**Prize Claim Date**").

If The Prize is not claimed on or before the Prize Claim Date, the Prize will be forfeited, and an alternate winner will be selected.

The winner may also be requested to submit information such as proof of identity and eligibility to claim the Prize.

Failure to provide such particulars by the Prize Claim Date may result in the Prize being forfeited.

Terms and Conditions

The Terms and Conditions Schedule set out below applies to this Competition.

Personal Information

By entering into this Competition, entrants have agreed to the Organiser's use of their personal information as stipulated by clause 14 of the Terms & Conditions Schedule set out below.

TERMS & CONDITIONS SCHEDULE

1. These terms and the Competition Outline form the "Conditions of Entry" for this Competition, and set out all of the information you need to know regarding this Competition. Capitalised terms have the meaning given in the Competition Outline, unless otherwise stated. If there's any inconsistency between these terms and the Competition Outline, then what's in the Competition Outline is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
2. Any updates to these Conditions of Entry will be available on our website.
3. The eligibility requirements for this Competition are set out in the Restrictions.
4. To enter, you must follow the Entry Procedure.
5. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
6. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.
7. If the Competition cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Competition. If that happens, we will select a winner from eligible entries received at the time.

8. All decisions made by us regarding any aspect of the Competition are in our absolute discretion, final, and no correspondence will be entered into.
9. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry.
10. Entries will comprise of subscription to The Channel and the appropriate Comment on the designated video (<https://www.youtube.com/watch?v=poM9eQt8fOg>). We reserve the right to verify, or to require you to verify, that your entry was validly completed. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.
11. Your entry must not include:
 - (a) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
 - (b) any content which infringes intellectual property rights. By including any such content in your entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.
12. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
13. By submitting an entry to the Competition, you agree to assign all rights in your entry to us and consent to us using your entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
14. The Organiser is bound by the Australian Privacy Principles (APPs) in the *Privacy Act 1988* (Cth) and by entering this Competition, the entrant is taken to consent to the Organiser privacy policy. Accordingly, the Organiser collects personal information in order to conduct the Competition and may, for this purpose, or any related secondary purpose disclose such information to third parties including but not limited to agents, employees and service providers assisting with this Competition. Entry is conditional on providing this information. The Organiser will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). The Organiser may use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All personal information will be collected, handled and dealt with by the Organiser in accordance with the Organiser's privacy policy at <https://www.rethinkinvesting.com.au/privacy-policy/>. Entrants should direct any request to access, update, correct information or opt out to the Organiser.
15. The prize set out in the Prize Details is subject to any restrictions specified in the Prize Restrictions. The prize value is accurate as at the commencement date of the Competition. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize, which are not specified in the Schedule, are the responsibility of the winner.
16. The prize is not transferable, exchangeable or redeemable for cash or other prizes.
17. This Competition is a game of chance. The winner is determined as set out in "Determination of the Winner" section in the Competition Outline. We will notify the winner, and publish their name, in accordance with the Winners Notification information set out in the Competition Outline.
18. Winners will be notified using the contact details provided. The organiser is not liable for any errors in these details.

19. If (having made reasonable efforts) we cannot contact the prize winner, or if the prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry may be deemed invalid, and we reserve the right to reselect a substitute prize winner.
20. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.
21. On submission, entries become the property of the Organiser. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Competition, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
22. We accept 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. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
23. The Organiser reserves the right to cancel, terminate, modify, or suspend the Competition in whole or in part at any time without prior notice.
24. To the fullest extent permitted by law, the Organiser will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Competition. We accept no responsibility for any tax liabilities that may arise from winning a prize.
25. We are not responsible for use of the prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
26. These Terms and Conditions are governed by the laws of New South Wales, Australia. Any disputes arising out of or in connection with the Competition shall be subject to the exclusive jurisdiction of the courts of New South Wales.