



APPLE IPAD GIVEAWAY COMPETITION - TERMS & CONDITIONS

1. WHO CAN ENTER?

1.1 Subject to clause 1.2, entry is open only to all residents of Australia. Entrants must be able to show, upon request, proof of residency e.g. Drivers Licence.

1.2 Employees and their immediate families of Brookwater Golf and Country Club and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

2. HOW TO ENTER

2.1 The competition commences on Monday, 16 January 2012 at 9.00 am (AEST) and concludes at 5.00 pm on Sunday, 29 January 2012 (the **Competition Period**).

2.2 To enter the competition, entrants must complete an original entry coupon and include their full name, address, postcode, daytime phone, mobile and email address. The completed entry form must then be placed in the entry barrel at Drift Brookwater or at the Brookwater display at Indooroopilly Shopping Centre. Multiple entries using an original entry form will be accepted.

2.3 Entrants under the age of 18 years must obtain the prior permission of a parent or guardian over the age of 18 years before entering the competition.

3. PRIZES

3.1 There is one major prize on an iPad 2 Wi-Fi + 3G 64 GB to be won.

3.2 One major prize winner will be drawn randomly, from all correct entries received during the promotional period in accordance with clause 1 and clause 2, on Monday, 30 January 2012 at 10:00am at the office of Brookwater Realty Pty Ltd.

3.3 The total prize value is approximately RRP AUD \$949.00.

3.4 The prize is not transferable, exchangeable or redeemable for cash. In the event that the prize item is unavailable; the Promoter reserves the right to substitute a prize item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner. The prize is strictly as stated above. All other costs are the responsibility of the prize winner.

3.5 In participating in the prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media and the winner will not be entitled to any fee for such use.

4. HOW TO WIN

4.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clause 1 and clause 2 will be entered into the prize draw.

4.2 The prize winner will be notified by phone on Monday, 30 January 2012.

4.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.

4.4 All other expenses, other than those outlined within these Terms and Conditions, are the responsibility of the winner.

4.5 *If for any reason the winner does not take the prize at the time stipulated by the Promoter, then the prize will not be redeemable for cash and will be forfeited by the winner*

4.6 *If an entrant elects to receive any regular updates by marking the "opt-in" boxes on the entry coupon, the entrant consents to the storage of their personal information on the specified companies' databases and the specified companies may use this information at any time in the future for promotional and marketing purposes regarding their respective products or services including contacting the entrant via electronic messaging.*

5. NO LIABILITY

5.1 *In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to State Legislation.*

5.2 *Brookwater Realty Pty Ltd and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.*

5.3 *Brookwater Realty Pty Ltd and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:*

5.3.1 *during the draw;*

5.3.2 *as a consequence of late, lost or misdirected mail;*

5.3.3 *arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion; and*

5.3.4 *due to circumstances outside the Promoter's reasonable control.*

5.4 *Brookwater Realty Pty Ltd and their affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.*

5.5 *If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State Legislation.*

6. PROMOTER'S DETAILS

The Promoter is:

*Brookwater Realty Pty Ltd
ABN 91 101 190 121
3-5 Birchwood Cres
Brookwater QLD 4300*

The Promoter is part of a group of companies. We would like to share your information with these companies so that they can contact you with special offers. If you would prefer us not to, please contact our privacy officer at 07 3819 9999 or write to: The Privacy Officer, Springfield Land Corporation Pty Ltd, PO Box 4167, Springfield, Qld 4300. You can gain access to your personal information by contacting our privacy officer.