

Full Terms & Conditions of the Yellow Brick Road Group Competition Terms & Conditions ('Terms')

Schedule

Promotion: Yellow Brick Road (YBR Home Loans) – YBR Giveaway.

Promoter: Yellow Brick Road Group Pty Ltd (ABN 58 124 415 194; ACN 124 415 194) of Level 11, 1 Chifley Square, Sydney NSW 2000, phone 02 8226 8200, a company incorporated in Australia under the *Corporations Act 2001* (Cth) (**Yellow Brick Road**).

Promotional Period: The Promotion commences at 09:00am AEST on Wednesday, 8 March 2023 and closes at 11:59pm AEST on Thursday, 6 April 2023.

Eligible entrants: Entry is only open to Australian residents who are 18 years and over and have an existing home loan. Employees, management, agents, in-house contractors of the Promoter or its related entities (or immediate family members of such people) or of retailers or agencies associated with the Promotion and the resultant draw are ineligible to enter.

How to Enter: To enter the Promotion, the entrant must, during the Promotional Period, visit [Yellow Brick Road \(ybr.com.au\)](http://YellowBrickRoad(ybr.com.au)) and fully complete and submit the entry form, including the options to be contacted (or not) by a YBR Home Loans mortgage broker, and consent to receive email communications.

Entries permitted: Entrants who enter the Promotion more than once will be regarded as having entered the draw once only. Entrants can enter the Promotion only in their own name.

Total Prize Pool: AUD \$60,000.00 in total.

Prize Description: 5 cash prizes of \$12,000 for each winner.

Winning Method: Draw: computerised random selection to take place at 12:00pm AEST on Thursday, 13 April 2023 at Yellow Brick Road, Level 11, 1 Chifley Square, Sydney NSW 2000.

Winner notification: The winners will be contacted by phone and in writing within seven (7) business days of the draw. The winners will be published at YBR.com.au/fairgo/winners by Friday, 28 April 2023.

Unclaimed Prizes: Prizes must be claimed by Friday, 12 May 2023 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on Thursday, 18 May 2023 at 12:00 pm AEST at Yellow Brick Road, Level 11, 1 Chifley Square, Sydney NSW 2000. The redraw winners will be notified by phone and in writing within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at YBR.com.au/fairgo/winners by Thursday, 25 May 2023.

Terms and Conditions

- 1) The entrant agrees and acknowledges that they have read these Terms and Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Terms and Conditions of Entry (and Schedule). Any capitalised terms used in these Terms and Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2) The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3) Only valid and eligible entries will be accepted during the Promotional Period and win the Prize.
- 4) Employees (and their immediate family members) of the participating venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in the determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/ businesses and associated companies and agencies are not eligible to enter. 'Immediate family member' 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.
- 5) Draw:
 - a) The draw will take place at Yellow Brick Road, Level 11, 1 Chifley Square, Sydney NSW 2000, at 12:00 pm AEST on Thursday, 13 April 2023 using computerised random selection.
 - b) The first five (5) valid entries drawn will be the winners of the prizes specified in the Schedule above.
 - c) The draw conductor may draw additional reserve entries if an invalid entry or entrant is drawn.
 - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- 6) All reasonable attempts will be made to contact each winner.
- 7) If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8) The Promoter charges no fee to enter the Promotion. Entry is online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 9) Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 10) The Promoter may prohibit any person's participation in this Promotion, cancel or suspend the prize (or part thereof) if the Promoter considers that an entrant has conducted himself/herself in a manner, which may diminish the Promoter's name or

reputation, is in bad faith, or is designed to gain an unfair advantage, is fraudulent or otherwise contrary to law or these Terms, or is otherwise inappropriate.

- 11) Entrants' personal information will be collected by the Promoter and The Mentored Platform Pty Limited (ABN 19 623 379 555) (**Mentored**). Personal information will be stored on the Promoter's and Mentored's databases. The Promoter and Mentored may use this information for future marketing purposes regarding its products, including contacting the entrant electronically.
- 12) The Promoter and Mentored is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.YBR.com.au/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
- 13) The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 14) For the purposes of public statements and advertisements, the Promoter may only publish the winner's or the re-draw winner's surname, initial and State/Territory or postcode of residence.
- 15) It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 16) If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 17) The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered.
- 18) Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 19) The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute

in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.

- 20) The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
 - 21) The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
 - 22) Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
 - 23) The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
 - 24) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
 - 25) Authorised under ACT Permit No. TP23/00321, NSW Authority No. TP/02484 and SA Permit TBC.
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ABRIDGED TERMS AND CONDITIONS

Promoter of this Competition is Yellow Brick Road Group Pty Ltd (ABN 58 124 415 194; ACN 124 415 194) of Level 11, 1 Chifley Square, Sydney NSW 2000, phone 02 8226 8200, a company incorporated in Australia under the *Corporations Act 2001* (Cth) (**Yellow Brick Road**). Full terms and conditions of the Competition can be found at [YBR Giveaway TandC 04 20230308.docx](#) The Draw is open to all eligible Australian residents 18 years of age and over. To enter the Draw to win a cash prize of \$12,000 (incl. GST), eligible entrants must complete and submit the entry form online found at [Fair Go – Yellow Brick Road \(ybr.com.au\)](#). The Promotion commences at 09:00am AEST on Wednesday, 8 March 2023 and closes at 11:59pm AEST on Thursday, 6 April 2023. Only one entry per Draw per person is permitted. Winners will be decided by computerised draw at 12:00pm AEST on Thursday, 13 April 2023 at Yellow Brick Road, Level 11, 1 Chifley Square, Sydney NSW. Winners will be notified by email and phone within seven (7) business days of the draw. Authorised under ACT Permit No. TP23/00321, NSW Authority No. TP/02484 and SA Permit TBC.
