



# HARCOURTS WESTERN AUSTRALIA

## LISTING COMPETITION

### Terms and Conditions

#### 1. General

The following terms and conditions will apply to this Competition.

By entering the Promotion you acknowledge that you have read and agree to be bound by these terms and conditions.

This Promotion may have been promoted on Facebook and you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and you agree to release Facebook from any liability associated with the Promotion.

2. **Definitions:** in these Terms and Conditions–
- “**Competition**” means the Harcourts Western Australia Listing Competition undertaken during the Competition Period.
- “**Competition Period**” is from 19<sup>th</sup> August 2019 until 29<sup>th</sup> September 2019 (inclusive).
- “**Harcourts WA**” means Harcourts WA Pty Limited.
- “**Minimum Period**” means the Property is listed for sale with a Participating Office on a 90 day Selling Agency Agreement and must still be an active listing Thursday 31<sup>st</sup> October unless sold prior.
- “**Participating Office**” means a Western Australia Harcourts office operated by a franchisee listed at Schedule 1 of these Terms and Conditions.
- The “**Prize**” is \$10,000.00 cash. There is one Prize to be won.
- “**Prize Draw**” is the process of selecting the prize winner described at clause 6 of these Terms and Conditions.
- “**Property**” means a residential, rural or lifestyle property.
- “**Qualifying Agency Agreement**” means a binding Selling Agency Agreement under a sole agency

for the sale of a Property for the Minimum Period with a Participating Office franchisee.

“**Seller**” means a vendor under a Qualifying Agency Agreement.

“**Selling Agency Agreement**” means the standard WA selling agency agreement entered into between the Participating Office and the Seller. References to **dollars** are Australian Dollars.

#### Eligibility:

3. To become eligible for the Prize Draw, a Seller must during the Competition Period:
- enter into a Qualifying Agency Agreement;
  - Submit an entry form through the online portal at [wa.harcourts.com.au](http://wa.harcourts.com.au); and
  - Confirm their acceptance of these terms and conditions.

There is no charge to enter into this Competition.

4. The Seller acknowledges and agrees that if they terminate a Qualifying Agency Agreement within the Minimum Period, the Seller will lose their eligibility for a Prize during or after the Competition.
5. Entry into the Competition is only open to Western Australian and permanent residents (“**Western Australian Residents**”) aged 18 years and older as at the time of entry who remain Western Australian Residents for the duration of the Minimum Period.

#### Prize Draw:

6. The Prize Draw will take place at Harcourts WA’s state office at 125 Cambridge Street, West Leederville WA 6007 at approximately 10:30 a.m. on Thursday 31<sup>st</sup> October 2019. The Prize Draw

# Harcourts

shall be undertaken by Harcourts WA's Chief Executive Officer, in the presence of an independent person. The Harcourts WA Chief Executive Officer shall draw at random one eligible entry from all the eligible entries, using the [Wheel of Names online application](#). The Harcourts WA Chief Executive will also draw at random two reserve eligible entries in the event the first eligible entrant drawn does not claim the Prize.

ceremony conducted at the winner's Harcourts Office.

7. The first eligible entrant drawn will be the winner of the Prize Draw and will be notified by phone and in writing and published on Harcourts WA's website <https://waopportunities.harcourts.com.au> approximately 24 hours after the Prize Draw and will remain on that website for a minimum of 30 days.
8. The Prize must be redeemed within 30 days of the Prize draw and if the Prize is not redeemed by this date the winner will forfeit the Prize.
9. If the Prize is forfeited WA Harcourts will award the Prize to the first reserve winner drawn during the Prize Draw, in which WA Harcourts will comply with the same terms and conditions as if the first reserve winner were the winner. If the first reserve winner does not subsequently claim the Prize, the Prize will be forfeited and awarded to the second reserve winner.
10. The names, images and/or voice (including photograph, film and/or recording of the same) of the winners may be published by Harcourts WA on Harcourts WA's website and in both internal and public communications (including social media posts) for an unlimited period of time without further notification, remuneration or compensation, and by entering the Competition the winners consent to such publication.
11. The Prize will be paid by bank transfer from Harcourts WA to the winner's nominated bank account. The winner will be required to provide to Harcourts WA:
  - a) A certified bank account number; and
  - b) Proof of identification showing the bank account belongs to the winner.
12. Payment of the Prize will be made within five (5) working days of Harcourts WA receiving the information required by clause 12.
13. The Prize is non-transferrable.

## General:

15. For the avoidance of doubt, entry to this Competition is only available to Sellers who list a Property for sale with a Participating Office.
16. Harcourts WA reserves the right to disqualify any Seller who does not meet these Terms and Conditions and shall not be liable to any Seller for such disqualification for any reason whatsoever.
17. Harcourts WA reserves its right to cancel or amend this Competition and these Terms and Conditions without notice including in the event of a catastrophe, war, civil or military disturbance, natural disaster or any actual or anticipated breach of any applicable law or regulation or any other event outside of a Participating Office's control. Any changes to this Competition will be notified to Sellers as soon as possible by the Participating Offices via the website [www.harcourts.com.au](http://www.harcourts.com.au).
18. Employees of Harcourts WA, and their affiliates, franchises (including all those employed or contracted by the Participating Office franchisee), and immediate families, are ineligible to enter.

## Prize:

11. The winner of the Prize Draw will receive \$10,000.00 from Harcourts WA, with presentation

# Harcourts

19. In the event of a dispute, Harcourts WA's decision in respect of all matters touching or concerning the Competition will be final and no correspondence will be entered into.
20. Should one or part of one of these clauses stated be legally invalid, the validity of the other clauses of these Terms and Conditions remain unaffected.
21. The Participating Office franchisees are the promoters of the Competition. Harcourts WA may assist the Participating Office franchisees from time to time with administration of the Competition and does so as the agent of the Participating Agencies. Harcourts WA is not a promoter of the Competition and Harcourts WA and its related companies shall not be liable in any way (including, without limitation, in negligence) for any loss or damage whatsoever suffered (including, without limitation, indirect or consequential loss) or for any loss or damage or personal injury suffered or sustained (Losses) in connection with the Competition except any liability that cannot be excluded by law.
22. To the extent permitted by the law, you agree to indemnify WA Harcourts and the Participating Offices and their personnel against any Losses incurred or suffered by them which arise out of, are caused by, are attributable to or result from any wrongful or negligent act or omission of yours.
23. If anything occurs that corrupts or affects the running, administration, security, fairness, integrity or proper and lawful conduct of this Competition, WA Harcourts may cancel, terminate, modify or suspend the Competition and to the extent permitted by law will not be liable for any Losses incurred or suffered by you which arise out of, are caused by, are attributable to or result from any such cancellation, termination, modification or suspension. The right to enforce this item is subject to State Regulation.
24. Unless otherwise stated in these terms and conditions, you are responsible for any taxation liability (including any GST liability) or other government charges or reporting requirements which arise directly from your participation in the Competition or receipt of the Prize (if any). If participation in the Competition or receipt of a Prize involves a taxable supply being made, then you are solely responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. WA Harcourts does not offer any advice or accept any responsibility with respect to these matters.

## Schedule 1 – Participating Offices

Franchisee	Office Location	Business Address
Prestige Land Pty Ltd	Applecross	Shop 2, 880 Canning Highway, Applecross WA 6159
Samfrancis Pty Ltd	Atwell	Shop 10, 79 Lyon Road, Harvest Lakes Shopping Village, Atwell WA 6164
Willbow Pty Ltd	Bridgetown	110 Hampton Road, Bridgetown WA 6255
Woodbern Pty Ltd	Bullsbrook (Alliance)	Lot 5 Bullsbrook Road, Bullsbrook WA 6027
Real Court Pty Ltd	Bunbury (APG)	30 Carey Street, Bunbury WA 6230
Geographe Bay Real Estate Investments Pty Ltd	Busselton	27-29 Queen Street, Busselton WA 6280
Focus Real Estate Pty Ltd	Cannington (Focus)	1334 Albany Highway, Cannington WA 6107
Prestige One Pty Ltd	Canning Vale (Prestige Real Estate)	4/395 Warton Road, Canning Vale WA 6155
Sunshine (WA) Pty Ltd	Dongara	Unit 3, Batavia Boulevard Centre, 33 Moreton Terrace, Dongara WA 6525
Tralgo Pty Ltd	Spearwood (Realty Plus)	2-6 Lancaster St, Spearwood WA 6163
Gordon Traders Pty Ltd	Hopetoun (Range 2 Reef)	96A Tamar Street, Hopetoun WA 6348
Bridgeline Pty Ltd	Joondalup (Alliance)	Level 1, 3 Boas Avenue, Joondalup WA 6027
Calold (WA) Pty Ltd	Kalamunda	Shop 1, 6 Haynes Street, Kalamunda WA 6076
Realval Pty Ltd	Kardinya (Blue)	Suite 4, 17 South 'Street, Kardinya WA 6163
PB Initiative Pty Ltd	Malaga (Initiative)	5/23 Bonner Drive, Malaga WA 6090
LBC Holdings Pty Ltd	Mandurah	284 Pinjarra Road, Mandurah WA 6210
Girjon Holdings Pty Ltd	Manjimup & Districts	34 Rose Street, Manjimup WA 6258
Ross Realty Pty Ltd	Morley	2/141 Russell Street, Morley WA 6062
BLMH Pty Ltd	Perth City (City Central)	231 Bulwer Street, Perth WA 6000
Sand Dollar Pty Ltd	Rockingham	Shop 12, 5-7 Railway Terrace, Rockingham WA 6169
Scope Realty Pty Ltd	Scope	361B Cambridge Street, Wembley WA 6014
Whitehead Property Services Pty Ltd	South Perth (Elite)	3/23 Bowman Street, South Perth WA 6151
Nemia Pty Ltd	Wembley Downs (Empire)	Suite 1, 23 Bournemouth Crescent, Wembley Downs WA 6019