



## HARCOURTS VICTORIA

# 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 Victoria Listing Competition undertaken during the Competition Period.

“**Competition Period**” is from 19<sup>th</sup> August 2019 until 27<sup>th</sup> September 2019 (inclusive).

“**Harcourts VIC**” means Harcourts VIC 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 on Friday 25<sup>th</sup> October 2019 unless sold prior on.

“**Participating Office**” means a Victorian Harcourts office operated by a franchisee listed at Schedule 1 of these Terms and Conditions. The “**Prize**” is \$20,000 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 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 REIV 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:
  - a. enter into a Qualifying Agency Agreement;
  - b. Submit an entry form through the online portal at [victoria.harcourts.com.au](http://victoria.harcourts.com.au); and
  - c. 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 Victorian and permanent residents (“**Victorian Residents**”) aged 18 years and older as at the time of entry who remain Victorian Residents for the duration of the Minimum Period.

### Prize Draw:

6. The Prize Draw will take place at Harcourts VIC’s state office at Level 3, 95 Coventry Street Southbank, VIC 3006 at approximately 10:30 a.m. on Friday 25<sup>th</sup> October 2019. The Prize Draw shall be undertaken by Harcourts VIC’s Chief Executive

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

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 VIC's website <https://victoria.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 by 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 Harcourts VIC will award the Prize to the first reserve winner drawn during the Prize Draw, in which Harcourts VIC 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 VIC on Harcourts VIC'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.

## Prize:

11. The winner of the Prize Draw will receive \$20,000 from Harcourts VIC, with presentation ceremony conducted at the winner's Harcourts Office.
12. The Prize will be paid by bank transfer from Harcourts VIC to the winner's nominated bank

account. The winner will be required to provide to Harcourts VIC:

- a) A certified bank account number; and
  - b) Proof of identification showing the bank account belongs to the winner.
13. Payment of the Prize will be made within five (5) working days of Harcourts VIC receiving the information required by clause 12.
  14. 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 VIC 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 VIC 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 VIC, and their affiliates, franchises (including all those employed or contracted by the Participating Office franchisee), and immediate families, are ineligible to enter.
19. In the event of a dispute, Harcourts VIC's decision in respect of all matters touching or concerning the Competition will be final and no correspondence will be entered into.

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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 VIC 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 VIC is not a promoter of the Competition and Harcourts VIC 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 Harcourts VIC 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, Harcourts VIC 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. Harcourts VIC does not offer any advice or accept any responsibility with respect to these matters.

## Schedule 1 – Participating Offices

Franchisee	Office Location	Business Address
Bairnsdale	Bairnsdale	Suite 2, 26a Bailey St, Bairnsdale, Vic, 3875
Ballarat Elite Property P/L	Ballarat	22 Peel Street North, Ballarat, Vic, 3350
MPRE Berwick P/L	Berwick	30 High Street Berwick Vic, 3806
S & PM Real Estate P/L	Blackburn	9 Blackburn Road, Blackburn, Vic, 3130
Jonah Realty P/L	Boronia	90 Boronia Road, Boronia, Vic, 3155
TSL & Co P/L	Box Hill South	186 Elgar Road, Box Hill South, Vic 3128
Page One Agents P/L	Caroline Springs	16/242-244 Caroline Springs Blvd, Caroline Springs, Vic, 3023
MPRE Carrum Downs P/L	Carrum Downs	3/115 Hall Rd, Carrum Downs, Vic, 3201
Greaqt Oliver P/L	Frankston	4/454 Nepean Hwy, Frankston, Vic, 3199
Four Elements Property Group P/L	Croydon	67-69 Main Street, Croydon, Vic, 3136
Casey Gold Real Estate P/L	Cranbourne	Suite 3, 78 High Street, Cranbourne, Vic, 3977
Chris Zhang P/L	Dandenong	2/82 Cheltenham Rd, Dandenong, Vic, 3175
Brian Soutar Real Estate P/L	Drouin	81 Princes Hwy, Drouin, Vic, 3818
Essential Real Estate	Tecoma	Shop 6, 1569 Burwood Hwy, Tecoma, Vic, 3160
MPRE Carrum Downs P/L	Seaford	113B Nepean Hwy, Seaford, Vic, 3109
DVLJ Investments P/L	Footscray	51A/81-89 Hopkins Street, Footscray, Vic, 3011
RMF Real Estate P/L	Glenroy	Suite A, 3 Belair Avenue, Glenroy, Vic, 3046
Western Port Lifestyle P/L	Hastings	Shop 10, 14 High Street, Hastings, Vic, 3915
Clyne Investment P/L	Horsham	31 O'Callaghans Parade, Horsham, Vic, 3400
Monash Vision P/L	Glen Waverley	173 Coleman Parade, Glen Waverley, Vic, 3150
Monash Equities P/L	Glen Waverley	173 Coleman Parade, Glen Waverley, Vic, 3150
Fourship P/L	Mansfield	24 High Street, Mansfield, Vic, 3722
Dionne Wilson P/L	Melbourne	107/517 Flinders Lane, Melbourne, Vic, 3000
Melplex Properties P/L	Mitcham	Level 1, 485 Whitehorse Rd, Mitcham, Vic, 3132
M&S Real Estate P/L	Mount Waverley	314 Stephenson's Rd, Mount Waverley, Vic, 3149
Narre Warren South Real Estate P/L	Narre Warren South	Shop 21, Casey Central, Narre-Warren – Cranbourne Rd, Narre Warren South, Vic,
Harvey Real Estate P/L	Noble Park	30 Douglas Street, Noble Park, Vic, 3174
North Geelong Real Estate P/L	North Geelong	127 Separation St, North Geelong, Vic, 3125

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Franchisee	Office Location	Business Address
T Estate P/L	Oakleigh South	1037 Centre Road, Oakleigh South, Vic, 3167
PKB Pakenham P/L	Pakenham	Level 1, 48 Station Street Pakenham, Vic, 3810
Rata & Co P/L	Thomastown	219 High Street, Thomastown, Vic, 3074
Rata & Co P/L	Epping	767 High Street, Epping, Vic, 3076
Rata & Co P/L	Mill Park	510 Plenty Rd, Mill Park, Vic, 3083
Rata & Co P/L	Reservoir	952-954 High Street, Reservoir, Vic, 3073
Grayson Majella P/L	Ringwood	2&3/231 Maroondah Hwy, Ringwood, Vic, 3134
1 <sup>st</sup> Impressions Count P/L	Rowville	Shop G06, 1090 Wellington Rd, Rowville, Vic, 3178
MEA Roxburgh Park P/L	Roxburgh Park	Shop 52 Roxburgh Park Centre, 250 Somerton Rd, Roxburgh Park, Vic, 3064
Stellar Realty P/L	Surrey Hills	599 Whitehorse Rd, Surrey Hills, Vic, 3127
Kenny Pham P/L	Springvale	339 Springvale Rd, Springvale, Vic, 3171
KH Chen P/L	Vermont South	Shop 8 & 9, Vermont South SC, 505 Burwood Hwy
R&B Real Estate P/L	Keilor East	62 Wingara Avenue, Keilor East, Vic, 3033
Next Gen Real Estate P/L	Wantirna	Shop 5/249 Stud Rd, Wantirna, Vic, 3152
Warragul Realty P/L	Warragul	1/66 Smith St, Warragul, Vic, 3820
Maximum List P/L	Werribee	9/19 Synnot St, Werribee, Vic, 3030
Cairnlea Realty Sales P/L	Cairnlea	1A/100 Furlong Rd, Cairnlea, Vic, 3023
Cairnlea Realty Sales P/L	Melton	306 High St, Melton, Vic, 3337