

## ACTIVA CUSTOM HOMES 'TREE CHANGE' COMPETITION

**Unless otherwise stated, all Activa Homes Group Promotions are open to those building in the Perth Metropolitan area only.**

Activa Custom Homes "Tree Change" promotion will enter all registrations received between the 1<sup>st</sup> June 2019 ("**Start Date**") until 31<sup>st</sup> August 2019 ("**End Date**") (collectively, "**the Promotion Period**") into our database. Registration is achieved by signing a Building Contract with Activa Custom Homes within the Promotion Period. One winner will be selected at random by the 30<sup>th</sup> September 2019 at Activa Homes Group Pty Ltd office, 1/37 Discovery Dve Bibra Lake WA 6163.

The winner will receive a prize of a Victa 155 38g Lawn Tractor – Petrol (or similar) to the value of \$2500.00 AUD as long as they meet the all criteria of these "**Terms and Conditions**". Only entrants who sign a contract with Activa Custom Homes and commence building within a 6 month time period will be eligible. The prize will be given at the completion of the build unless otherwise agreed.

This is a competition of chance and there is no cost to enter.

The "Promoters" decision is final and no correspondence will be entered into.

1. The name of this competition is 'Tree Change' promotion ("**Competition**").
2. The winner will be selected at random by the management team at Activa Homes Group Pty Ltd office, 1/37 Discovery Dve Bibra Lake WA 6163.
3. The Promoter of the Competition is Activa Homes Group Pty Ltd t/a Activa Custom Homes ("**Promoter**").
4. The Competition commences at Saturday 1<sup>st</sup> June 2019 ("**Commencing Date**") and closes at Saturday 31<sup>st</sup> August 2019 ("**Closing Date**") with one winner selected at random by Monday 30<sup>th</sup> September 2019. The winner will win the prize of a Victa 155 38g Lawn Tractor – Petrol (or similar) to the value of \$2500.00 AUD, with the terms of accepting the prize as follows:
  - a. the winner must commence building (start works on site) with Activa Custom Homes within 6 months of signing a building contract in order to claim the prize;
  - b. the prize will be given to the winner at the completion of the build unless otherwise agreed.
5. For the purposes of the Competition, an "**Entry**" is effected by **ONLY** the following:
  - a. by signing a building contract with Activa Custom Homes within the Promotion Period; and
  - b. commence building within 6 months of signing the building contract.
6. For the purposes of the Competition, each "**Entrant**" must:
  - a. be over the age of eighteen years;
  - b. not have already entered into a building contract with Activa Homes Group Pty Ltd prior to the Promotion Period;
  - c. be an Australian permanent resident or citizen; and
  - d. not be otherwise excluded from the Competition by reason of the terms of paragraph 7 of these Terms and Conditions.

7. Entry is not open to:
  - a. persons who qualify as employees of Activa Homes Group Pty Ltd, and their immediate families;
  - b. any person who may have worked on any aspects of this promotion on behalf of Activa Homes Group Pty Ltd or any third party and their immediate families.
8. The Promoter accepts no responsibility for late entry.
9. If there is any doubt or dispute as to whether or not a person is an Entrant pursuant to clause 6, or is excluded by clause 7, the decision of the Promoter will be final and binding and no correspondence will be entered into.
10. The selected winner will be scrutinized by the Promoter after the selection of the winner, and the Promoter reserves the right to exclude from the Competition any entry the Promoter considers does not meet the requirements of these Terms and Conditions. The decision of the Promoter is final and binding and no correspondence will be entered into.
11. Should the selected winner not meet the Competition criteria outlined in these Terms and Conditions then another entry will be selected until a winner that meets all the criteria outlined in these terms and conditions is selected.
12. The Promoter reserves the right to verify the validity of the entry and to disqualify any Entrant whom they feel may have manipulated the entry process or who submits an entry that is not in accordance with the Conditions of Entry.
13. Entrants information:
  - a. by entering the promotion you give Activa Homes Group Pty Ltd consent to use your personal information for further purposes and promotions unless you say otherwise;
  - b. all entries become the property of Activa Homes Group Pty Ltd;
  - c. all entries will be entered into a database and the entrant's names and addresses may be used for further promotional, marketing and publicity purposes by Activa Homes Group Pty Ltd. Activa Homes Group Pty Ltd collects your personal information to contact you in relation to requests for further information;
  - d. Activa Homes Group Pty Ltd may, unless you advise otherwise, use your personal information for future promotional and marketing activities. To be removed from the it's marketing database, please contact Activa Homes Group Pty Ltd via email at [admin@activahomesgroup.com.au](mailto:admin@activahomesgroup.com.au).
14. If an Entrant chooses to accept the prize, the Promoter reserves the right to use the Entrant's name and photograph for marketing and publicity purposes.
15. Liability
  - a. The Promoter will not be liable for any loss or damage whatsoever which is caused or attributed (including but not limited to direct or consequential loss), or for any personal injury suffered or sustained, as a result of taking or using any prize awarded, except for any liability which cannot be excluded by law.
  - b. The Promoter reserves the right to cancel the Competition at any time without notice.
  - c. Entrants are encouraged to seek independent financial advice regarding any implications of accepting the prize.
16. Should the Promoter cancel the Competition, the Promoter will:
  - a. Advertise that the Competition has been cancelled by placing a notice on the Activa Homes Group website [www.activadevelopments.com.au](http://www.activadevelopments.com.au).

17. Date and Place of Selection
  - a. The winners will be selected by the 30<sup>th</sup> September 2019 at the office of Activa Homes Group Pty Ltd, 1/37 Discovery Dve Bibra Lake WA 6163. Should the winner not build with Activa Custom Homes and forfeit the prize, it will be at Activa Homes Group's discretion as to re-draw a new winner.
18. Any decision the Promoter makes with regards to this Competition is final, binding and no correspondence will be entered into.
19. The Promoter reserves the right to alter or amend the conditions associated with this Competition if considered necessary, without notice.
20. Entry into this Promotion is acceptance of these Terms and Conditions.