

## Terms and Conditions of Competition Entry

### PART A – GENERAL TERMS

1. Information on how to enter the 2024 Annual Property Sentiment Survey competition (Competition) and prize details form part of these terms and conditions of entry ('these terms and conditions').
2. Participation in the Competition constitutes acceptance of these terms and conditions of entry. A participant of the Competition (Entrant) must comply with these terms and conditions of entry to be valid.

### PART B – PROMOTER'S DETAILS

3. The Promoter is MW GROUP COMMUNICATIONS PTY LTD ABN 12 090 724 253 of Level 1, 38 Station Street, Subiaco, WA 6008.

### PART C – THE COMPETITION

4. The competition has 1 component: Completion of the 2024 Annual Property Sentiment Survey.

### PART D – WHO CAN ENTER

5. Entry is open to residents of Australia over the age of 18. Employees of Momentum Wealth and affiliates are exempt from this competition and not eligible for any prize. The Promoter reserves the right to refuse participation of any one individual and is thereby not obliged to provide details as to the reason for their decision.
6. The Competition commences **Monday, 15 January 2024** and entries close at 5pm Australian Western Standard Time (AWST) on **Friday, 1 March 2024**.
7. To complete the survey, an Entrant must answer any relevant or applicable question delivered to the respondent, including contact details, and submit the Survey via Survey Monkey.
8. Entries must not contain any offensive or inappropriate content. Entrants confirm and promise that their entry is an original and unpublished work and does not infringe the rights of any other person. Further, Entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and license to use and modify their entry for the purpose of the Promoter's business without the payment of any fee or compensation. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
9. A completed Survey cannot be modified after it has been submitted.
10. Entry in the Competition is free (excluding internet connection charges). Each Entrant is entitled to complete and submit the Survey once only. Multiple Surveys from the same person will be disqualified unless prior approval has been given by the promoter.
11. Entrants who do not submit completed Surveys in accordance with these terms and conditions of entry, and any incomplete Surveys, will be deemed invalid for competition purposes.

### PART E – HOW TO WIN

12. All completed surveys submitted in accordance with these terms and conditions of entry will enter a digital draw (<https://www.miniwebtool.com/random-picker/>). Two winning entries will be drawn at random on **Monday, 4 March 2024**, after 9am at Momentum Wealth at Level 1, 38 Station Street, Subiaco, WA 6008.
13. If, in any case, entries drawn are deemed by the Promoter not to have met these terms and conditions, then the draw continues until two valid entries are picked.
14. The Promoter's decision in relation to any aspect of the Competition is final and binding and the Promoter will not enter into any correspondence regarding the result in the event of a dispute.

## PART F – PRIZES

15. Subject to the fulfilment of conditions set out in Parts D and E, participants who complete the 2024 Annual Property Sentiment Survey are eligible to win one of two \$500 Coles Myer vouchers.
16. The Prize must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning Entrant does not take, or is unable to use, the Prize for any reason.
17. The Prize is subject to the terms and conditions of use applying to the Prize at the time it is issued by the supplier of the Prize.
18. The Prize winners will be notified by e-mail and/or telephone w/c **8 March 2024**. Entrants grant the Promoter permission to communicate with them by e-mail and/or telephone for this purpose.
19. If the Prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.
20. Independent financial advice should be sought by each winning Entrant as financial implications may arise as a result of accepting the Prize.

## PART G – NO LIABILITY

21. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an Entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including 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.
22. If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, 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 the Competition), the Promoter reserves the right, in its sole discretion, to disqualify any Entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other Entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
23. Once a Prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the Prize being damaged, stolen or lost.
24. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these terms and conditions of entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

## PART H – PRIVACY

25. View Momentum Wealth's privacy policy at [www.momentumwealth.com.au/privacy-policy/](http://www.momentumwealth.com.au/privacy-policy/). This policy includes information on how Momentum Wealth might collect, use and manage personal information.

## Terms of Use and Participation of Survey

### **PART I – GENERAL TERMS**

These terms and conditions contain important information about your participation in the 2024 Annual Property Sentiment Survey (the Survey) conducted by Momentum Wealth (the Promoter) at Level 1, 38 Station Street, Subiaco, WA 6008.

You (the Entrant) should read these terms and conditions carefully before answering any questions or commencing the survey.

By answering any survey questions or commencing any survey conducted by the promoter, you irrevocably agree to be bound by these Terms of Use and Participation.

### **PART J – YOUR DETAILS**

By participating in the survey the Entrant gives the Promoter consent to use their details for further marketing and sales activities including consent to being contacted by phone and/or email by Momentum Wealth representatives.

By submitting the survey, the Entrant gives consent to the Promoter to pass on contact details, including name, email address and phone number, to an affiliate accounting partner and agree to be contacted via email and/or phone by the affiliate's representative. Your contact details may be retained for future marketing activities by the affiliated accounting partner.

### **PART K – SOFTWARE AND SECURITY**

This survey is conducted through SurveyMonkey. You can read SurveyMonkey's privacy policy at <https://www.surveymonkey.com/mp/policy/privacy-policy/> and Security Statement at <https://www.surveymonkey.com/mp/policy/security/>

Momentum Wealth, its agents, affiliates and representatives will not be liable for any lost, late or misdirected Surveys including delays in the delivery due to technical disruptions, network congestion or for any other reason.

### **PART L – ENTRY REQUIREMENTS**

For entry requirements, please refer to Part D – Who Can Enter in the terms and conditions governing the associated competition in this document. These terms also govern participation in the survey.

### **Part M – NO LIABILITY**

Please refer to part G – No liability in the terms and conditions governing the associated competition in this document. These terms also govern participation in the survey.