

BINGARA GORGE

Metro Property Development Pty Ltd - Bingara Gorge "Pay your bills for a year**" Promotion - Terms & Conditions. *Capped at \$25,000

1. The promoter is Metro Property Development Pty Ltd ABN 95 141 267 469 (Metro).
2. These terms and conditions (Promotion Terms) apply to the Metro 'Pay Your Bills For a Year' Promotion (Promotion). The value of the Promotion is capped at \$25,000.
3. Instructions on how to claim and the rewards form part of these Promotion Terms.
4. Participation in this Promotion is deemed acceptance of these Promotion Terms.
5. The Promotion commences at 9:00 am (Sydney time) on 1 August 2024 and ends at 5:00 pm on 30 September 2024, or until such time as:
 - (a) All eligible property lots have been sold; or
 - (b) In its absolute discretion, the Promoter extends the period to (Offer Period).
6. To claim the Promotion, individuals (Entrants) must undertake the following steps within the Offer Period:
 - (a) Visit in person, the Promoter's office premises at 31 Pembroke Parade, Wilton, and mention the Promotion to a representative of the Promoter;
 - (b) Complete the form to claim the Promotion (Claim Form) made available by the Promoter;
 - (c) Enter into a binding contract to purchase a complete home and land package in the Bingara Gorge development with the Promoter (Property Contract). The Property Contract must be exchanged within 10 business days of the initial holding deposit being paid to the Promoter;
 - (d) Settle the Property Contract, in accordance with its terms, by 30 November 2024 or such later date as the Promoter may allow, at the Promoter's absolute discretion, (Entry Requirements).
7. To be eligible to claim the Promotion, Entrants must:
 - (a) Have complied with all of the Entry Requirements;
 - (b) Be 18 years or older;
 - (c) Not be employees (or their immediate family) of the Promoter or any of its related bodies corporate (as that term is defined under the Corporations Act). Immediate family 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 first cousin of the individual, (Eligibility Criteria).
8. Further to clause 6(c), the Promoter may, in its absolute discretion, offer the Promotion to purchasers of land only, in which case the relevant contract is deemed to be a Property Contract and these Promotion Terms apply to the Promotion entry.
9. Nothing in this Promotion obligates the Promoter to enter into a Property Contract with any Entrant.
10. The Promotion is not a game of chance. Entrants who meet the Eligibility Criteria (Successful Entrants) will receive either a:
 - (a) Prepaid Visa card to the value of \$25,000; or
 - (b) Rebate of \$25,000 to the purchase price under the Property Contract, (Reward).
11. Entrants may indicate their preference for the type of Reward on the Claim Form. However, the type of Reward issued is at the Promoter's absolute discretion.
12. Successful Entrants will receive the Reward at the time the Property Contract is settled.
13. The entry limit is one entry per Entrant. This Promotion is only applicable to purchases at the full listed price (without any negotiated reductions or discounts). The Promotion cannot be used in conjunction with any other offers or incentives. Any variation in the final purchase price, whether agreed upon before or after contract signing, may result in the forfeiture of the Reward.
14. The Promoter is not obliged to provide the Reward to the Successful Entrant if the Successful Entrant does not strictly satisfy the terms and conditions of the Property Contract. For example, the Successful Entrant will not be entitled to receive the Reward where settlement of the Property Contract does not occur by the date prescribed in the Property Contract due to the default of the Successful Entrant, or where the Successful Entrant does not proceed to settlement and nominates an alternative transferee to take title at settlement.
15. Where two more persons are entering into the Property Contract, the Reward is issued to the benefit of those parties equally.
16. Use of the Visa gift card is subject to the Visa Core Rules and Visa Product and Service Rules which may be found at the following website: <https://www.visa.com.au/support/consumer/visa-rules.html>
17. The Promotion is in no way sponsored, endorsed, administered by, or associated with, Visa.
18. Entrants must retain a record of the Claim Form and all completed entry requirements as proof of entry and eligibility. Proof of entry may be required to validate entry and distributing the Reward. Records must clearly show the Claim Form, Property Contract, and any other document required under the Claim Steps and Eligibility Criteria. Failure to provide those records to the Promoter upon request may result in an invalid entry.
19. The Promoter reserves the right, at any time, to request additional information and proof of identity to verify the validity of the Entrant (including an Entrant's identity, age, and place of residence) and to disqualify an entry that does not comply with the Eligibility Criteria in full, or acts in a disruptive manner or acts with the intent to annoy, abuse, threaten, or harass any other person in connection with the Promotion.
20. Identification required is at the Promoter's discretion.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. Receipt of entry is at the time of the Promoter receiving the Claim Form with all, and complete and accurate, Entry Requirements. Late, incomplete, indecipherable or ineligible entries are invalid. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed or misdirected entries.
23. The Reward cannot be used in conjunction with any other offer. If an Entrant makes a claim for the Reward in conjunction with another offer or promotion, the Promoter will be the sole determiner of which claim to honour.
24. The Reward, or any unused portion of the Reward, is personal to the Successful Entrant and is not transferable or exchangeable, and cannot be taken as cash. However, the Promoter may substitute the Reward for another item of equal or higher value as determined by the Promoter if agreed between the Promoter and the Successful Entrant in writing.
25. The Reward value is based on a speculative assessment of what a year's worth of bills may cost. The value of the Promotion is limited to \$25,000.
26. The Promoter accepts no responsibility for any other costs or charges associated with the Successful Entrant's bills or the payment of those bills, tax implications that may arise from receiving the Reward, or any other aspect of the Successful Entrant's financial circumstances.
27. Nothing in these Promotion Terms is intended to exclude, restrict or modify rights which any Entrant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (Consumer Rights). Subject to the Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or the Reward. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
28. The Promoter is not liable for any loss or damage in connection with any failure to provide the Reward or to provide the Praction Reward in accordance with these Promotion Terms where such failure is due to:
 - (a) The act or omission of a third party; or
 - (b) Some other cause beyond the Promoter's control, provided that the Promoter took reasonable precautions and exercised due diligence to avoid the failure.
29. Information (including personal information) is collected to conduct the Promotion and to publicise the details of the Successful Entrant. If a Successful Entrant does not provide all information requested (including personal information), they will not be eligible for the Reward. To gain access, update or correct any personal information, please contact the Promoter.
30. The Promoter will handle each Entrant's personal information in accordance with the Promoter's Privacy Statement found at this website: <https://metroprop.com.au/privacy-statement>
31. All dates and times are those in Sydney, New South Wales.
32. These Promotion Terms are governed by the laws of the State of New South Wales, Australia, and the Promoter, and each Entrant, irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of New South Wales.