

Christmas on the Professionals - Terms & Conditions

By entering the competition ('Christmas on the Professionals') each participant acknowledges that they have read, understood and agree to be bound by these terms and conditions.

WHO MAY ENTER

1. Entry in Christmas on the Professionals is open to all Australian residents regardless of age and Australian corporations registered with the Australian Securities and Investment Commission. Entrants under 18 years of age need to have the written consent of their parent or guardian to enter.
2. Entry into Christmas on the Professionals is free.
3. Employees (and their immediate family members) of the Promoter, Professionals Offices and their associated entities are not eligible to enter Christmas on the Professionals. Immediate family member means any of the following: spouse, ex-spouse, de facto spouse, child or step child (natural or adopted), parent, step parent, grandparent, step grandparent, uncle, aunt, nephew, niece, brother, sister, step brother, step sister or first cousin.
4. All entrants and competition winners consent to the publication of their name and suburb of residence but request that their full address not be published, and agree to participate in reasonable promotional activities as requested by the Promoter.

OVERALL COMPETITION PERIOD

5. Christmas on the Professionals will commence on 15 October 2011 at 12:01am EST and conclude on 16 December 2011 at 9:59 am EST inclusive.
 - a. Weekly prize draws will be conducted from 15 November 2011 for six consecutive weeks.
 - b. Each week 15 winners will be drawn.
 - c. There will be 90 winning entries drawn in total.

HOW TO ENTER

6. To enter Christmas on the Professionals, each participant must:
 - a. Enter online via the website www.professionalscommunity.com.au.
7. Entry is open to all Australian residents
8. Incomplete, indecipherable or illegible entries may be disqualified. The Promoter is not responsible for incomplete, late or misdirected entries, or entries received through impermissible or illegitimate channels or for failed, partial or garbled computer transmissions, or for technical failures of any kind. Any entry that does not comply with these terms and conditions may be disqualified by the Promoter.
9. All entries received will remain in the promotion draw for the duration of the promotion.

SELECTION OF WINNERS

10. There will be 15 prize draws conducted each week for six consecutive weeks commencing:

- a. Monday, 15 November 2011;
- b. Monday, 22 November 2011;
- c. Monday, 29 November 2011;
- d. Monday, 6 December, 2011;
- e. Monday, 13 December, 2011; and
- f. Friday, 16 December 2011.

11. Competition Winners - At the completion of each weekly prize draw the first 15 valid entries drawn will be declared the weekly winners. Winners will be determined by the Promoter's employees at Professionals Service Centre, 9/63 Annerley Road, Woolloongabba, QLD 4102 at 10:00 am EST each week between 15 November 2011 and 16 December 2011. The final redraw of the competition will be conducted on 20 March 2012.

12. The decision of the judges appointed by the Promoter is final and binding on every participant. No correspondence will be entered into.

PRIZES

13. Competition Prize – Each weekly winner will receive a food and beverage gift basket valued at \$200. The total promotion prize pool being \$18,000.

14. All prize items are valued inclusive of GST and the Promoter takes no responsibility for any variations in prize values. Any taxes which may be payable as a consequence of a winner(s) receiving a prize are the sole responsibility of the winner(s).

WINNER NOTIFICATION AND PUBLICATION

15. The prize winner will be notified by email and in writing, using the details provided through their association with the nominated Professionals Office. Weekly winners will be published at www.professionalscommunity.com.au. A complete list of winners will be published in The Australian on Friday 20 January, 2012. The Promoter is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify prize winners.

16. At 10:00 am AEST on 20 March 2012 at 9/63 Annerley Road, Woolloongabba, Queensland, 4102, the Promoter will distribute any prize that has remained unclaimed to that date. In the event that the prize is unclaimed, the prize will be awarded to the next participant, drawn on that day. Winners' details will be published in The Australian on the 27th March 2012 and notified in writing.

TAX STATEMENT

17. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market value.

EXCLUSION OF LIABILITY

18. To the extent permitted by law, the Promoter, any participating Professionals Office, and employees of the Promoter and participating Professionals Offices are not liable for any loss suffered or sustained to person or property and including, but not limited to, consequential (including economic) loss, by reason of any act or omission, deliberate or negligent, by the Promoter, any participating Professionals Office, employees or their servants or agents, in connection with the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to entrants or the prize winners. Each winner must sign and return any release from liability provided by the Promoter as a condition of any prize being awarded. Failure to return the signed releases will result in the entitlement to the prize being forfeited and the selection of another winner.

19. Nothing in these official rules affects, nor is intended to affect, any rights a consumer might have which are not able to be excluded under applicable Australian consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servants or agents for breach of any such rights is limited to the supplying of the relevant goods or services again.

GENERAL CONDITIONS

20. The Promoter, its employees, officers, agents, and its parent companies and subsidiaries, and any participating Professionals Office, are not responsible for and shall not be liable for:

- a. Any condition caused by events beyond the control of the Promoter that may cause the promotion to be disrupted or corrupted;
- b. Any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use, or misuse of a prize, or from participation in Christmas on the Professionals; or
- c. Any printing or typographical errors in any materials associated with Christmas on the Professionals.

21. The Promoter reserves the right, in its sole discretion, to cancel or suspend Christmas on the Professionals, should unauthorised human intervention, or other causes beyond the control of the Promoter, in its sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of Christmas on the Professionals or to disqualify any entrant who engages in offensive, illegal or objectionable conduct subject to written directions from State Regulatory bodies. The Promoter reserves the right in its sole discretion to disqualify any participant who tampers with the entry process.

22. All entries become the property of the Promoter. The Promoter collects personal information of all participants to assist the Promoter in providing the goods or services requested, to process competition entries, and to improve the Promoter's products and services. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. The Promoter or any of the Promoter's Australian related companies may contact a participant by any means (including by SMS or e-mail) in the future to let the participant know about goods, services or promotions which may be of interest to that participant. The Promoter may also share participant's information with other persons or entities who assist the Promoter in providing services or running competitions or with other companies who provide prizes for competitions or reader offers. The Promoter is part of an international real estate property group. If a participant would like to access their personal information that the Promoter holds, please write to the Promoter at: marketing@professionals.com.au, phone (07) 3846 1800 or fax (07) 3844 9839. Mail can be sent to Professionals Service Centre, PO Box 8275, Woolloongabba, Queensland 4102.

23. The "Promoter" is Professionals Service Centre Ltd of Suite 9, 63 Annerley Road, Woolloongabba, QLD, 4102 with ABN 74 122 909 924. Christmas on the Professionals is conducted by the Promoter in conjunction with the licensors and participating licensees in Victoria, New South Wales, Australian Capital Territory and

Queensland of the Professionals real estate franchise.

24. “Professionals Office” mean licensees in Victoria, New South Wales, Australian Capital Territory and Queensland of the Professionals real estate franchise that are participating in Christmas on the Professionals.

Authorised under “NSW Permit No.(TBA)”, “Vic Permit No.(TBA)”, “ACT Permit No.(TBA).”