

Liberty One

Schedule for the Liberty One Series 1 Competition

Promotion Name	Liberty One Series 1 Competition (the Promotion)
Promoter	Warde Street Pty Ltd (ACN 063 470 833) of Level 3, 367 Collins Street, Melbourne VIC 3000
Promotion Period	<p>The Promotion Period starts at 9:00AM (Melbourne time) on 2 September 2019 (Open Date)</p> <p>The Promotion Period closes at 11:59PM (Melbourne time) on 2 September 2020 or the date upon which entry by the Maximum Number of Eligible Entrants for the Promotion is received by the Promoter (whichever date is earlier) (Closing Date).</p> <p>No entries will be accepted after the Closing Time.</p>
Relevant State(s)	Victoria.
Entrant Eligibility Requirements	<p>To be an Eligible Entrant, you must be person who:</p> <ul style="list-style-type: none"> • is 18 years or older; • is a Victorian resident; • is a legal named-purchaser of an Eligible Property; • has entered into a contract of sale in respect of the sale and purchase of an Eligible Property, directly with the Promoter (or "Related Body Corporate" of the Promoter as defined in the <i>Corporations Act 2001 (Cth)</i>) and not through any third party agent or intermediary (Sale Contract); • has paid the Promoter a deposit equal to at least 10% of the purchase price payable under their Sale Contract; and • is the original named-purchaser in the Sale Contract (and not a substitute or additional purchaser). For the avoidance of doubt, if a substitute or additional purchaser is nominated under a Sale Contract, neither the original or substitute/additional purchaser(s) are eligible to enter into this Promotion or to claim a Prize under this Promotion, <p>If the legal named-purchaser of an Eligible Property is an incorporated body, then it must be registered or domiciled in Victoria, Australia in order to be an Eligible Entrant (and must be represented by a registered officeholder or other duly authorised representative who otherwise meets the criteria of an Eligible Entrant).</p> <p>To be considered an Eligible Entrant, a person must satisfy all of the above eligibility requirements at the time of entry into Promotion and continue to satisfy the above eligibility requirements until receipt of the Prize (if the person is the winner). If the winner is not an Eligible Entrant at any time before they receive the Prize, then the Prize will be forfeited.</p>
Eligible Property	A residential apartment in the proposed development known as "Liberty One" located at 1 Warde Street, Footscray, Victoria, 3011, and which has a purchase price equal to or higher than \$500,000 (including GST).
Entry Procedure	To enter into the Promotion, an Eligible Entrant must duly complete and submit to the Promoter an Entry Form during the Promotion Period (making sure that all information required by the Promoter is completed in the Entry Form)

Maximum Number of Entries per Eligible Entrant	1 entry for each Eligible Property in respect of which the Eligible Entrant has entered into a Sale Contract.
Maximum Number of Eligible Entrants	There will be a maximum of 25 Eligible Entrants for the Promotion.
Draw Date and Draw Details	<p>The winner will be drawn within 7 days of all Draw Conditions being satisfied, and in any event by no later than 9 September 2020 (Draw Date).</p> <p>The winner will be the first valid Eligible Entrant drawn. The winner does not need to be present at the draw to be eligible to win.</p>
	Time: 11:00am (Melbourne time) on the Draw Date
	Location: Level 3, 367 Collins Street, Melbourne VIC 3000
	Draw Method: random barrel draw
Draw Conditions	<p>The Draw Date will not occur until all of the following conditions are satisfied:</p> <ul style="list-style-type: none"> • each Eligible Entrant has entered into a Sale Contract; • each Eligible Entrant has paid the Promoter a deposit equal to 10% of the purchase price payable under their Sale Contract; and • the Sale Contract for each Eligible Entrant becomes unconditional (and any statutory cooling off rights have expired).
Prize	<p>1 x \$500,000 cash prize entitlement payable to the winner. The winner may elect to receive the Prize either:</p> <ul style="list-style-type: none"> • as a cash payment paid to the winner immediately after settlement of the winner's Sale Contract has occurred; or • as proceeds to be paid on behalf of the winner (as purchaser) towards the amount due to the Promoter (as vendor) on settlement of the winner's Sale Contract. If any such amount due to the Promoter is less than the value of the Prize, the difference between the amount paid to the Promoter and the value of the Prize will be paid to the winner immediately after settlement of the winner's Sale Contract has occurred. <p>Notwithstanding any election made by the winner, the Promoter may at any time disregard such election and direct the winner to receive the Prize as a cash payment. The Promoter may do this for any reason and at its sole discretion (including if the Promoter is of the view that the winner's election may result in unforeseen detriment to any party or a delay in settlement of the winner's Sale Contract).</p> <p>If the winner's Sale Contract has settled before the Draw Date, then the winner will receive the Prize within 14 days of claiming the Prize in accordance with the Conditions of Entry.</p>
Total Prize Pool	\$500,000
Notification and Publication of Winners	<p>Winners will be notified via email and phone within 2 business days of the Draw Date and their name(s) will be published on the Promoter's website at https://bensonsproperty.com.au/prizewinner within 2 business days of the Draw Date for a period of no less than 28 days.</p>

<p>Prize Claim Date</p>	<p>The Prize must be claimed within 28 days of the Draw Date (Prize Claim Date) by emailing project.enquiries@bensonsproperty.com.au</p> <p>If the Prize is not claimed by 5:00pm on the Prize Claim Date, it will be forfeited and the Promoter will conduct the Unclaimed Prize Draw.</p>
<p>Unclaimed Prize Draw</p>	<p>Date: The first business day after the Prize Claim Date</p> <p>The winner of the Unclaimed Prize draw will be the first valid Eligible Entrant drawn. The winner of the Unclaimed Prize Draw does not need to be present at the draw to be eligible to win.</p> <p>Time: 11:00am (Melbourne time)</p> <p>Location: Level 3, 367 Collins Street, Melbourne VIC 3000</p> <p>Draw Method: random barrel draw</p> <p>Publication Date: The first business day after the Unclaimed Prize Draw Date for a period of no less than 28 days</p>
<p>Additional Terms</p>	<p>If the Promotion is abandoned, called off, cancelled or postponed, including as a result of any one or more of the Draw Conditions not being met, one or more Sale Contract(s) ending for any other reason (other than as a consequence of settlement occurring or following the default of the entrant(s)), and/or the Promoter no longer being the owner of the "Liberty One" development, on or before the Closing Date then (except where the Promotion is postponed) no person will be able to participate in the Promotion and the Prize will not be drawn or awarded (subject to any regulatory approval required).</p> <p>The Promoter may remove any entrant from the Promotion in accordance with the accompanying Terms and Conditions. In such circumstances, the Promoter may, at its sole discretion, replace the entrant with another Eligible Entrant.</p>

LIBERTY ONE

Terms and Conditions of the Liberty One Series 1 Competition (Terms)

General

1. These Terms (together with the accompanying Entry Form and Schedule) form the terms and conditions of entry for the Promotion (**Conditions of Entry**), and set out all of the information you need to know regarding the Promotion. Capitalised terms and expressions have the meaning given in these Terms or the Schedule, unless otherwise stated. If there's any inconsistency between these Terms and the Schedule, then the details set out in the Schedule prevail. By completing and submitting an Entry Form, you agree to be bound by the Conditions of Entry.
2. The promoter is Warde Street Pty Ltd (ACN 063 470 833) , of Level 3, 367 Collins Street, Melbourne VIC 3000 (**Promoter**, **'we'**, **'us'**).

Eligibility to enter

3. To be eligible to enter the Promotion you must meet the Entrant Eligibility Requirements.
4. All directors, managers, employees, officers, agents and contractors of the Promoter are ineligible to enter.
5. The builder of the "Liberty One" development (as appointed by the Promoter), and all of its directors, managers, employees, officers, agents and contractors, and their immediate families (i.e. spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.

Eligible Properties

6. For the purchase of a "Liberty One" apartment to be an Eligible Property, it must be purchased directly from the Promoter (and not through an intermediary or other agent). The Promoter may waive this requirement at its sole discretion (and subject to any further terms or conditions it sees fit).
7. The purchase price of the of the relevant "Liberty One" residential apartment must be equal to or more than \$500,000 (including GST) for it to be considered an Eligible Property for the purposes of this Promotion.

How to enter

8. To enter, you must follow the Entry Procedure.
9. We will not accept entries which are incomplete, illegible, or received by any person that does not meet the requirements in clause 3 or who is a person described in clause 4.
10. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry or if, in our reasonable opinion, you have tampered or interfered with an entry (or any other part of the Promotion) in any way.
11. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion (subject to any regulatory approval required). If that happens and the Draw Conditions have been met, we will select a winner from eligible entries received at the time. Otherwise we will cancel the Promotion in accordance with these Terms.
12. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

Prizes

13. The details of the Prize are set out in the Schedule. All costs, fees, charges or expenses associated with the Prize, which are not specified in the Schedule, are the sole responsibility of the winner.
14. If the winner does not, for any reason, proceed to settlement of the Eligible Property strictly on time and in accordance with the terms of their Sale Contract, then the Prize will be forfeited. Time is of the essence for the purposes of this clause.
15. The Prize is not transferable or exchangeable. If for any reason the Prize is not available, we will substitute it for another prize of equal or higher value (in our discretion), and subject to any regulatory approval required.

How winners are chosen and notified

16. The Draw Details are set out in the Schedule. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.
17. A Draw Date will be confirmed by the Promoter and the Prize will not be drawn until all Draw Conditions are satisfied. If the Draw Conditions are not satisfied on or before the Closing Date the Promotion will be cancelled and the Additional Terms set out in the Schedule will apply.
18. The Prize draw will be conducted by an independent third party nominated and engaged by the Promoter.

How to claim prizes

19. Prizes will be available to be claimed for a period of 28 days following the Draw Date.
20. If (having made reasonable efforts) we cannot contact a Prize winner, or if the Prize is not accepted or claimed by the Prize Claim Date, we will conduct an Unclaimed Prize Draw (subject to any directions given by any relevant authority).
21. We will notify winners of any Unclaimed Prize Draw, and publish their names, in accordance with the Unclaimed Prize Draw details specified in the Schedule.
22. The Prize winner must claim the Prize in writing and, at our request, must also sign an indemnity and exclusion of liability form provided by us before the Prize Claim Date. If a winner does not claim the Prize in writing or sign the indemnity and exclusion of liability form within the time specified by us, they will not be able to participate in the Promotion and that winner's entry or Prize claim will be declared invalid. If a winner's entry is declared invalid prior to the Prize Claim Date, we may draw a new winner in accordance with the Unclaimed Prize Draw.
23. If you are a winner, you are responsible for your use of the Prize, including complying with all relevant laws and any applicable terms and conditions of use.

Promoter's use of entries and personal information

24. On the Promoter's receipt of an entry, it becomes the Promoter's property. By entering the Promotion, you consent to us using your entry in any media for an unlimited period without compensation for the purpose of promoting the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
25. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, and may

also use and handle personal information as set out in its privacy policy. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter via email to project.enquiries@bensonsproperty.com.au. All entries become the property of the Promoter. Visit <https://bensonsproperty.com.au/privacy-policy/> for the Promoter's privacy policy, which contains information about how entrants may seek to access or correct their personal information held by the Promoter or complain about a breach of their privacy, and how the Promoter will deal with that complaint. The Promoter is unlikely to send information overseas.

Cancellation and removal of entrants

27. The Promoter may cancel, call off, abandon or postpone the Promotion in accordance with the Additional Terms. In such circumstances you will not be able to participate in the Promotion and no prizes will be drawn or awarded (subject to any regulatory approval required).
28. The Promoter may remove an entrant (including a winner) from the Promotion at any time up to the Prize Claim Date, if:
 - (a) the entrant requests to be withdrawn from the Promotion;
 - (b) the Promoter becoming aware that the entrant has not satisfied, or does not satisfy, all of the Entrant Eligibility Requirements;
 - (c) the entrant breaches the Sale Contract and/or is in default of the Sale Contract;
 - (d) it becomes apparent to the Promoter (acting reasonably and in good faith) that the entrant will not be able to settle on its purchase of its Eligible Property in accordance with the relevant Sale Contract with the Promoter (and whether due to a breach of contract or otherwise) and/or would not be in a position to redeem the Prize in accordance with these Terms or any law; or
 - (e) the entrant becomes involved in any legal proceedings with the Promoter, for any reason any whether or not such legal proceedings are in connection with the Sale Contract with the Promoter and the relevant Eligible Property.
29. If an entrant is removed from the Promotion in accordance with these Terms, the Promoter may substitute the removed entrant with another Eligible Entrant (subject to the Maximum Number of Entries and the Draw Conditions remaining satisfied).

General information

30. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
31. You acknowledge that there may be inherent risks in some aspects of the Promotion or the Prize. By entering into the Promotion and/or accepting the Prize, you accept that risk for yourself and for your companion(s) (if applicable).
32. You will be responsible for any tax liability (including any applicable duties) associated with acceptance of any Prize.
33. To the extent permitted by law, we are not liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the Prize or the Promotion. We accept no responsibility for any tax liabilities (or any other duties) that may arise from winning the Prize or receiving any other payment as part of the Promotion.

34. Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001 (Cth)* or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms;
 - (e) any tax liability incurred by a winner or entrant; or
 - (f) use of a prize or any other amount paid under these Terms to an Eligible Entrant or winner.
36. Without limiting clauses 32 and 33, the Promoter is not responsible for use of a Prize (or any other amount paid or payable under these Terms to any person) which results in:
- (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by the breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
37. These Conditions of Entry are governed by the laws of Victoria, Australia.

LIBERTY ONE

Entry Form to the Liberty One Series 1 Competition

To enter into the Promotion, you must complete all items below and duly sign and submit Entry Form to jayce.mcmeeken@bensonsproperty.com.au or to Jayce McMeeken in person at 10 Moreland Street, Footscray, Vic 3011

By submitting an Entry Form, you agree to be bound by the Conditions of Entry (as set out in the accompanying Terms and Conditions).

ENTRANT DETAILS

Eligible Property Address	
Benson's Representative Seller	
Token/Authorisation Number	
Purchaser(s)	Name: Address: Email: Phone:
	Name: Address: Email: Phone:
Nominated Contact Person for Purchaser(s)	
Estimated Settlement Date	

I/We that all details provided above are true and correct as at the time of this Entry Form being submitted with the Promoter. I/We confirm that I/We have read and understood, and agree to be bound by, the Conditions of Entry to the Promotion (as set out in the accompanying Terms and Conditions).

Signed by:

Name:

Date:

Name:

Date: