Terms and conditions - Dreamstreet Lending Pty Ltd

Effective from: 4 June 2024

GENERAL

- The promoter of this "Interest for Life of Loan" promotion ("Promotion") is Dreamstreet Lending Pty Ltd ACN 124 009 785 ("Dreamstreet") of 179 High Street, Northcote VIC 3070. Australian Credit Licence Number 390024.
- 2. The Promotion commences at 12:01am (AEST) on 4 June 2024 and closes at 5:00pm (AEST) on 30 June 2025 ("**Promotion Period**").
 - (a) Any person who participates in this Promotion acknowledges it is made subject to these terms and conditions and any person who participates in this Promotion is deemed to have accepted these terms and conditions.
 - (b) This promotion is a game of chance.

WHO CAN ENTER?

- 3. To enter this Promotion eligible entrants must, within the Promotion Period, submit an Application for an Eligible Loan in accordance with these terms and conditions.
- 4. The maximum number of entries into this Promotion is one.
- 5. A home loan application with Dreamstreet ("Application") will be eligible for the Promotion, if:
 - (a) the Application is made by a person, who:
 - (i) is an Australian citizen;
 - (ii) is a permanent resident in the State of Victoria;
 - (iii) is not an employee (or immediate family member of such employee) of Dreamstreet, or any of its related corporations or any of the agencies associated with the Promotion;
 - (iv) is over the age of 18 years; and
 - (v) in Dreamstreet's opinion, satisfies the prime lending criteria,

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin;

- (b) the Application relates to the following loan types:
 - (i) for owner-occupied homes, 'Principal & Interest' home loans; and
 - (ii) for investment homes, 'Principal & Interest' and/or 'Interest Only' home loans,

("Eligible Loan").

- (c) the amount of new lending advanced by Dreamstreet to the applicant under the Eligible Loan is in aggregate not more than \$2,000,000;
- (d) the Application has been approved by Dreamstreet (or one of the affiliated lenders with whom Dreamstreet is accredited) during the Promotion Period and the Eligible Loan is fully drawn down on or before 5pm on the date Dreamstreet draws the winner in accordance with these terms and conditions.

DRAWIING OF ENTRIES

First Draw

- 6. The first winning entrant of the prize will be drawn randomly at 179 High Street, Northcote VIC 3070 on 29 November 2024 at 5:30pm (AEDT). The winner will be the first valid entry drawn.
- 7. If the prize has not been claimed within 30 days, an unclaimed prize draw will take place at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be the first valid entry drawn.

Second Draw

- 8. The second winning entrant of the prize will be drawn randomly at 179 High Street, Northcote VIC 3070 on 30 June 2025 at 5:30pm (AEST). The winner will be the first valid entry drawn.
- 9. If the prize has not been claimed within 30 days, an unclaimed prize draw will take place at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be the first valid entry drawn.

PRIZE

- 10. The total number of prizes to be won in this Promotion is one for each draw set out above.
- 11. The winner will be reimbursed for the interest or the interest component of a principal and interest repayment loan (as the case may be) ("Interest") they accrue and pay on the outstanding balance of their Eligible Loan pursuant to an eligible Application, after taking into account any amounts in any offset sub-accounts. For the avoidance of doubt, Interest does not include default interest that accrues on the principal loan as a result of the winning entrant defaulting on their payment obligations under the relevant loan agreement with Dreamstreet.
- 12. The total maximum prize value will vary due to a number of factors, including fluctuations to the variable interest rate, the particular loan product of the winning entrant, the term of the loan product, the loan amount and whether there are any amounts offset against the loan amount.

PAYMENT OF INTEREST

Subject to the terms and conditions of this Promotion and the terms and conditions of the relevant loan agreement for the Eligible Loan, the first reimbursement of Interest will occur within 28 days of the winning entrant's name being drawn. The reimbursement of Interest is conditional on the winning entrant making each relevant repayment towards the Eligible Loan (being interest only or principal and interest,

as the case may be) to the lender of the Eligible Loan or at the direction of Dreamstreet. If Dreamstreet determines that a correct loan repayment has been made in accordance with the applicable loan agreement for the Eligible Loan, Dreamstreet will reimburse the applicable interest component of the repayment by way of payment to the loan account in respect of the Eligible Loan. For the avoidance of doubt, reimbursement of interest will be calculated from the date of the draw, not the settlement of the Eligible Loan. Further, any interest paid or accrued but not yet paid by the winning entrant prior to their name being drawn as a winner in this Promotion will not be reimbursed.

NOTIFICATION OF WINNER

- 13. The winner will be advised within five business days of the draw via the email address provided with their Application for an Eligible Loan. The winner's name will be published on Dreamstreet's website for a minimum of 28 days. View Dreamstreet's webpage here: https://dreamstreet.com.au/win/
- 14. If an unclaimed prize draw takes place, the new winner will be notified via the email address provided with their Application for an Eligible Loan within five business days of the unclaimed prize draw and their name will be published on the Dreamstreet website for a minimum of 28 days.

PRIVACY COLLECTION STATEMENT

- 15. Dreamstreet will handle personal information as set out in its privacy policy, which is located at https://dreamstreet.com.au/privacy-policy
- 16. In addition to any use that may be outlined in Dreamstreet's privacy policy, Dreamstreet may, for an indefinite period, unless otherwise advised, use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including telephoning the entrant and/or sending electronic messages. Entrants will be able to opt-out at any time by following the instructions included in each message sent by Dreamstreet.

FURTHER TERMS AND CONDITIONS

- 17. In the event that the prize is not available for any reason, Dreamstreet reserves the right to substitute a prize with a similar product of equal or greater value, subject to applicable state regulations.
- 18. Except as required by law, Dreamstreet makes no representations or warranties with respect to this Promotion or any benefits or entitlements under this Promotion
- 19. Any entrant found to be entering incorrect contact details, including place of residence, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any part of the prize awarded. Dreamstreet has sole discretion to determine if this clause has been breached by any entrant. Dreamstreet reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to Dreamstreet upon request.

- 20. Dreamstreet will not be liable for any accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - (a) during the winner selection;
 - (b) as a consequence of late, lost or misdirected mail;
 - (c) in relation to failure of an entry to be received by Dreamstreet on account of technical problems; or
 - (d) arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Promotion.
- 21. If the winning entrant discharges their Eligible Loan early at any point, due to any reason including but not limited to refinancing with another lender, the remaining prize monies will be forfeited. The prize from this Promotion cannot be assigned or transferred.
- 22. The winning entrant accepts the benefits of the prize at their own risk. Entrants to this Promotion are advised to seek independent advice in relation to any taxation matters.
- 23. Selection of the winner is at the absolute discretion of Dreamstreet and Dreamstreet will not enter correspondence regarding the result.
- 24. The prize is not exchangeable and cannot be redeemed for cash.
- 25. Dreamstreet reserves the right to disqualify entries at its sole, reasonable discretion.
- 26. Dreamstreet takes no responsibility where it is unable to contact s prize winner who has not provided correct or complete contact details. If an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify Dreamstreet in writing.
- 27. This Promotion may not be available in conjunction with any other promotion.
- 28. Dreamstreet (subject to regulatory approval) reserves the right to amend, cancel or suspend this Promotion if an event beyond the control of Dreamstreet corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion. The extent of any such amendment or other action will be proportionate to the reasons giving rise to such action. Such changes may include the timing of any draw.
- 29. Dreamstreet reserves the right to vary these terms and conditions from time to time in its sole discretion, with such updates including but not limited to, extending the Promotion Period. If an eligible applicant is not satisfied with any variation Dreamstreet makes to this Promotion, the eligible applicant can terminate their participation in this Promotion at any time by providing written notice to Dreamstreet. Dreamstreet will not be liable for any losses to any person arising from any variation or withdrawal and will not offer or pay any compensation.
- 30. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the State of Victoria ("Non-Excludable Guarantees"). Except for any liability

that cannot by law be excluded, including the Non-Excludable Guarantees, Dreamstreet (including its respective officers, employees and agents) excludes all indirect, special or consequential loss or damage arising in any way out of the Promotion.

- 31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Dreamstreet (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 Dreamstreet's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Dreamstreet) due to any reason beyond the reasonable control of Dreamstreet; (d) any variation in prize value to that stated in these terms and conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 32. A winning entrant is responsible for payment of all costs (including Interest that will then be applied by Deamstreet in accordance with these terms and conditions) required by the terms of the loan agreement for their Eligible Loan. A winning entrant may become ineligible to receive a prize or to continue receiving the benefits of the prize if already won (as the case may be), if the winning entrant:
 - (a) breaches a material term of the loan agreement for their Eligible Loan;
 - (b) increases the loan amount under the loan agreement for their Eligible Loan;
 - (c) substitutes their loan security for the Eligible Loan (without the prior written consent of Dreamstreet);
 - (d) fails to repay the principal loan or Interest amount in accordance with the repayment schedule contained in the loan agreement for their Eligible Loan;
 - (e) refinances their Eligible Loan;
 - (f) sells their property subject to the mortgage in connection with their Eligible Loan; or
 - (g) discharges their mortgage for whatever reason in connection with their Eligible Loan.
- 33. Dreamstreet reserves the right at any time:
 - (a) to require an entrant to provide proof to Dreamstreet's reasonable satisfaction that they are an eligible applicant(s) in accordance with these terms and conditions; and
 - (b) to disqualify any borrower who claims the Promotion's prize but does not comply with these terms and conditions, who tampers with the offer process, or who acts in relation to this Promotion or an Eligible Loan in a way which Dreamstreet reasonably believes is misleading or deceptive.
- 34. Applications for credit are subject to Dreamstreet's credit approval criteria. Fees and charges apply to loan products, including Eligible Loans, taken out in connection with this Promotion.
- 35. These terms and conditions are separate to the terms and conditions of any Dreamstreet loan products obtained in connection with this Promotion.

- 36. These terms and conditions do not form part of the credit contract for any Dreamstreet loan products obtained in connection with this Promotion.
- 37. Failure by Dreamstreet to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 38. To the extent of any inconsistency between these terms and conditions and the terms and conditions of Dreamstreet's loan products, the terms and conditions of the Dreamstreet loan products prevail.
- 39. Dreamstreet reserves the right to disqualify entries at its sole and reasonable discretion.
- 40. Decisions of Dreamstreet regarding the winning of a prize are final and binding.
- 41. Facebook or Instagram may be used to advertise or promote the Promotion. By entering the promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram; and to release Facebook or Instagram from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to Dreamstreet and not Facebook or Instagram.