Terms and conditions - Dreamstreet Lending Pty Ltd

Effective from: 4 June 2024

GENERAL

- The promoter of this "ticket giveaway" 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 6 June 2025 ("**Promotion Period**").
- 3. 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.
- 4. This promotion is a game of chance.

WHO CAN ENTER?

- 5. The maximum number of entries into this Promotion is one.
- 6. To enter this Promotion eligible entrants must, within the Promotion Period, either book and attend an appointment with Dreamstreet or refer someone who books and attends an appointment with Dreamstreet (**Eligible Entrant**).
- 7. Entry to this Promotion is open to any Eligible Entrant 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; and
 - (iv) is over the age of 18 years,

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;

DRAWIING OF ENTRIES

- 8. Ten winning entrants will be drawn randomly on a Friday at 5:30pm each week for the duration of the Promotion Period. The winners will be the first ten valid entries drawn.
- 9. If a prize has not been claimed within 30 days, an unclaimed prize draw will take place at 179 High Street, Northcote VIC 3070 at 5:00pm (AEST/AEDT (as applicable)) on the first Friday after the expiration of the 30 day period. The winner(s) will be the first valid entries drawn.

PRIZE

- 10. The total number of prizes to be won in this Promotion is ten per week for the duration of the Promotion Period.
- 11. Each winning entrant will receive x 2 tickets to a Melbourne based sporting event, which will be delivered to a winning entrant within 28 days after their name is drawn.

NOTIFICATION OF WINNER

- 12. The winner will be advised within five business days of the draw via the email address provided with their entry into this Promotion. The winner's name will be published on Dreamstreet's website. View Dreamstreet's webpage here: https://dreamstreet.com.au/win/
- 13. If an unclaimed prize draw takes place, the new winner will be notified via the email address provided with their entry into this Promotion within five business days of the unclaimed prize draw and their name will be published on the Dreamstreet website.

PRIVACY COLLECTION STATEMENT

- 14. Dreamstreet will handle personal information as set out in its privacy policy, which is located at https://dreamstreet.com.au/privacy-policy.
- 15. 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

- 16. 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.
- 17. Except as required by law, Dreamstreet makes no representations or warranties with respect to this Promotion or any benefits or entitlements under this Promotion
- 18. 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.

- 19. The prize from this Promotion cannot be assigned or transferred or redeemed for cash.
- 20. Dreamstreet reserves the right to disqualify entries at its sole, reasonable discretion.
- 21. Dreamstreet takes no responsibility where it is unable to contact prize winners who have 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.
- 22. 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.
- 23. 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.
- 24. 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, the Promoter (including its respective officers, employees and agents) excludes all indirect, special or consequential loss or damage arising in any way out of the Promotion.
- 25. 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 Promoters' 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 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 and conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
- 26. Failure by Dreamstreet to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 27. Decisions of Dreamstreet regarding the winning of a prize is final and binding.
- 28. 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.