

## Terms & Conditions for Scape, Post Quarantine Accommodation Welcome Back ("Terms and Conditions")

### Details

<b>Promotion</b>	Semester 1, 2022 - Welcome Back
<b>Promoter</b>	Scape Australia Management Pty Ltd ACN 603 368 609 310 of Level 14, 275 George Street, Sydney NSW 2000 for and on behalf of the relevant operators of the Properties
<b>Promotion Period</b>	<p><b>Start Date:</b> 12:00am Monday 22<sup>nd</sup> November 2021</p> <p><b>End Date:</b> 11.59pm, 31 December 2021 and the date that there are no longer any beds and/or rooms available at the Properties (or any individual Property) as part of the Promotion.</p>
<b>Eligible Applicants</b>	<ul style="list-style-type: none"> <li>• Entry into the Promotion is open to: <ul style="list-style-type: none"> <li>○ Australian citizens and residents and international students who are living within Australia at the time of booking.</li> <li>○ individuals who hold a student visa issued by the Australian Government which is valid as at the date of entry into the Promotion, for the duration of the Promotion, and for the period during which they occupy a room and/or bed at any one of the Properties.</li> </ul> </li> <li>• Any entries by applicants under 18 years of age must be authorised by a legal guardian.</li> <li>• Applicants must also meet the following requirements in order to enter the Promotion: <ul style="list-style-type: none"> <li>○ Applicants must have signed a residential tenancy agreement relating to Property;</li> <li>○ Applicants must be a new resident at one of the Properties;</li> <li>○ Applicants must have a valid and current student card with an Australian university or similar tertiary education facility. The student card must be and remain valid for the period during which the applicant occupies a room and/or bed at one of the Properties;</li> </ul> </li> <li>• Applicants who terminate their contracts prior to the contract end date as indicated on their residential tenancy agreement are not eligible for the promotion.</li> <li>• Excluded Persons are not eligible to participate in this Promotion and do not fall within the definition of "Eligible Applicant".  <b>"Excluded Persons"</b> means any person (Applicant) who is: <ul style="list-style-type: none"> <li>○ Currently occupying, or has made a booking or entered into an agreement to occupy, a room and/or bed at any property owned and/or managed by the Promoter, its related bodies corporate, affiliates or third party partners;</li> <li>○ An applicant who has previously been excluded from Promotions (including promo offers) conducted by the Promoter; or</li> <li>○ Residential tenancy agreement deferrals with a contract commencement date after 31<sup>st</sup> March 2021 are not eligible for the promotion</li> </ul> </li> <li>• The Promoter reserves the right to refuse to allow the person to take part in the Promotion or receive any or all aspects of the Offering.</li> </ul>
<b>How to apply</b>	<p>Eligible Applicants who complete the following steps (each, an "<b>Eligible Applicant</b>") will be entered into the Promotion:</p> <ul style="list-style-type: none"> <li>• Make a booking for Semester 1, 2022 (arriving before 31 March 2022) at any one of the following properties: <ul style="list-style-type: none"> <li>○ <b>Scape Abercrombie</b> - 267 Abercrombie Street Darlington, NSW 2008</li> <li>○ <b>Scape Darlington</b> - 288 Wilson St, Darlington NSW 2008</li> <li>○ <b>Scape Swanston</b> - 5 Little La Trobe Street, Melbourne, VIC 3000</li> <li>○ <b>Scape South Bank</b> - 149 Merivale Street, South Bank, QLD 4101</li> <li>○ <b>Scape Toowong</b> - 611 Coronation Drive, Toowong, QLD 4066</li> <li>○ <b>Scape Redfern</b> - 77-123 Eveleigh St, Redfern NSW 2016</li> <li>○ <b>Urbanest North Terrace</b> – 12 Bank Street, Adelaide, SA, 5000, Australia</li> <li>○ <b>Urbanest at University of Adelaide</b> – 230 North Terrace, Adelaide, SA, 5000, Australia</li> <li>○ <b>Urbanest Swanston Street</b> – 599 Swanston Street, Carlton, VIC, 3053, Australia</li> <li>○ <b>Urbanest Sydney Central</b> – 483 Wattle Street, Ultimo, NSW, 2007, Australia</li> <li>○ <b>Urbanest Glebe</b> – 25 Arundel Street, Glebe, NSW, 2037, Australia</li> <li>○ <b>Urbanest Darling Square and Darling House</b> – 41 Darling Drive, Haymarket, NSW, 2000, Australia</li> <li>○ <b>Urbanest South Bank</b> – 60 Tribune Street, South Brisbane, QLD, 4101, Australia</li> <li>○ <b>Urbanest Cleveland Street</b> – 142 Abercrombie Street, Redfern, NSW, 2016, Australia</li> <li>○ <b>Urbanest Melbourne Central</b> – 316 La Trobe Street, Melbourne, VIC, 3000, Australia</li> <li>○ <b>Atira Merivale St</b> - 118 Merivale Street, South Brisbane, QLD, 4101, Australia</li> <li>○ <b>Atira Regent St</b> - 15 Regent Street, Woolloongabba, Brisbane, QLD, 4102, Australia</li> <li>○ <b>Atira Peel St</b> - 247 Peel Street, North Melbourne VIC, 3051, Australia</li> <li>○ <b>Atira La Trobe St</b> - 50 LaTrobe Street, Melbourne, VIC, 3000, Australia</li> <li>○ <b>Atira Waymouth</b> - 231 Waymouth Street, Adelaide, SA, 5000, Australia</li> </ul> </li> <li>• Complete a booking via our websites: <a href="http://www.scape.com">www.scape.com</a>, <a href="http://www.atira.com">www.atira.com</a> or <a href="http://www.urbanest.com.au">www.urbanest.com.au</a> OR via an Agent or Aggregator</li> <li>• Make the booking for a Property and sign the residential tenancy agreement relating to the Property for Semester 1 2022 within the Program Period</li> <li>• Bookings made via an Agent or Aggregator must provide the booking code: <b>'WelcomeBack'</b></li> <li>• Bookings made via the website must quote in writing within 24 hours of booking to be eligible the promotion code <b>'WelcomeBack'</b></li> <li>• Applicants who complete the registration form <a href="https://www.scape.com.au/welcome-back/">https://www.scape.com.au/welcome-back/</a> will automatically have the promotion code added to their booking.</li> </ul>

<b>Successful Applicants</b>	Each Eligible Applicant who complies with these Terms and Conditions will be granted the Offering as set out below.
<b>Offering</b>	<p>Successful Applicants who book will receive</p> <ul style="list-style-type: none"> <li>One of the below options, dependent on their contract length:</li> </ul> <p><b>51 week booking</b> (357 nights)  Option A: 4 x weeks rent (received at the end of the tenancy period)  Option B: \$1000 Prezzy Gift Card (received 8 weeks after the contract commencement)</p> <p><b>26 week booking</b> (182 nights)  Option A: 2 x weeks rent (received at the end of the tenancy period)  Option B: \$500 Prezzy Gift Card (received 8 weeks after the contract commencement)</p>
<b>Value of the Offering</b>	The value of the Offering is based on the Successful Applicant's room type as per their residential tenancy agreement.
<b>Conditions of Offering</b>	<ul style="list-style-type: none"> <li>Excludes existing residents or new applicants with an existing booking who have previously completed payment of their holding deposit payment prior to 22<sup>nd</sup> November 2022, for a 2022 booking</li> <li>Excludes applicants with a deferred booking from 2020 or 2021 who have a holding deposit held for their room</li> <li>Room types with 'Early Bird' pricing, and scholarship rates are excluded from this campaign.</li> <li>Existing residents or those already holding a future tenancy agreement at any Scape group property is excluded from the campaign.</li> <li>Bookings made through Real Estate agent is excluded from the campaign.</li> <li>Limited spaces available, subject to availability at time of signing residential agreement.</li> <li>This Offering is not in conjunction with any other offers.</li> <li>The Offering is not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion) and is exclusively for the purpose of providing subsidised rental rates.</li> <li>Each Successful Applicant is responsible for all associated costs with the Offering, including where applicable, travel, visas and any other ancillary costs.</li> <li>Any values noted in these Terms and Conditions are GST exclusive, are in Australian dollars and are correct at the time of printing.</li> <li>If any part of the Offering is not available for any reason, the Promoter reserves the right to substitute that part of the Offering for something similar in value.</li> <li>The Promoter may require further information before applying the Offering and may make reasonable efforts to get in touch with the Successful Applicant/s using the contact details provided. The Promoter will take no responsibility for incorrect or illegible details written or provided on any application forms which results in the Promoter being unable to contact the Successful Applicant/s to confirm the Offering.</li> <li>Except as specifically provided for in these Terms and Conditions, all other terms and conditions of the relevant residential tenancy agreement and ancillary documents continue to apply and are not varied by these Terms and Conditions.</li> <li>The allocation of the Offering is subject to availability of rooms and/or beds (including, without limitation, during or after the Promotion Period). The Promoter cannot guarantee availability of rooms and/or beds at any Property.</li> <li>The Promoter reserves the right, without notice, to withhold or grant an Offering (or any part thereof) to any Successful Applicant at any time.</li> </ul>
<b>Notification Date</b>	The Promoter will use reasonable endeavours to notify Successful Applicant/s about the outcome of an Offering application within approximately 48 hours of the Eligible Applicant successfully completing the steps outlined in the 'How to apply' section of these Terms and Conditions.

## General

### 1. Definition and acknowledgement

- (a) In these Terms and Conditions, "**you**" refers to any person entering the Promotion.
- (b) You acknowledge and agree that you have read these Terms and Conditions and that by entering the Promotion you are deemed to have accepted these Terms and Conditions.

### 2. Taxes

Any taxes, duties or levies which may be payable due to the Successful Applicant receiving the Offering are the sole responsibility of the Successful Applicant. The Promoter encourages each Successful Applicant to seek independent financial and tax advice.

### 3. Exclusion of Liability

- (a) Whilst the Promoter will use all reasonable endeavours to arrange the distribution of the Offering, by entering this Promotion, you acknowledge that circumstances beyond the control of the Promoter may prevent the distribution of the Offering.
- (b) To the extent permitted by law, the Promoter is not liable for any loss, including (but not limited to) direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission (deliberate or negligent) by the Promoter or their servants or agents in connection with the Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to you.
- (c) Nothing in these Terms and Conditions affect, nor is intended to affect, any rights you might have that are not able to be excluded under applicable Australian consumer protection laws.

### 4. Use of Personal Information

The Promoter will collect, hold, use and disclose your personal information in accordance with the Promoter's privacy policies located on the following websites: [www.scape.com/en-au/about/privacy](http://www.scape.com/en-au/about/privacy), [www.urbanest.com.au/legal/](http://www.urbanest.com.au/legal/) and [www.atira.com/privacy-policy/](http://www.atira.com/privacy-policy/). By entering the Promotion, you acknowledge that you have read, understood and accepted these privacy policies.

### 5. General

- (a) The Promoter, its employees, officers, agents, parent companies, related bodies corporate, investors, business partners and subsidiaries are not responsible for and shall not be liable for:
  - (i) any condition caused by events beyond the control of the Promoter that may cause the Promotion or Offering to be disrupted or corrupted;
  - (ii) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by or contributed to the Offering or resulting from acceptance, possession, use, misuse, withdrawing, or withholding of the Offering, or from participation in the Promotion; or
  - (iii) any printing or typographical errors in any materials associated with the Promotion or the Offering.
- (b) The Promoter reserves the right to, at any time:
  - (i) make any enquiries for the purpose of assessing the honesty and integrity of the relevant Eligible Applicant or Successful Applicant;
  - (ii) in its sole and unfettered discretion, disqualify an Eligible Applicant or Successful Applicant;
  - (iii) cancel or suspend the Promotion if the security, fairness, integrity, or proper operation of the Promotion or Offering is compromised in any way, including by unauthorised human intervention or any other causes beyond the reasonable control of the Promoter;
  - (iv) disqualify any Eligible Applicant or Successful Applicant who engages in offensive, illegal or objectionable conduct in respect of the Promotion or any of the Properties;
  - (v) disqualify any Eligible Applicant or Successful Applicant who tampers with the application process, or who submits an application that is not in accordance with these Terms and Conditions;
  - (vi) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and/or
  - (vii) request an Eligible Applicant or Successful Applicant to provide proof of age or identity, residency at the relevant Property, or enrolment and participation in an Australian university (or similar tertiary education facility) course or Promotion that satisfies these Terms and Conditions.
- (c) To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make an internal decision regarding such situation. Subject to any regulator or authority direction to the contrary, the decision of the internal review will be final and binding.
- (d) In the event that an Eligible Participation or Successful Applicant is identified as being in breach of these Terms and Conditions, the Promoter reserves the right to refuse to allow the Eligible Participation or Successful Applicant to take part in, or receive, any or all aspects of the Offering.
- (e) The Promoter reserves the right to cancel or amend the Promotion, the Offering and/or these Terms and Conditions without prior notice. Any such changes will be notified to participants as soon as reasonably possible by the Promoter.
- (f) These Terms and Conditions are governed by the laws of New South Wales, Australia. By entering this Promotion, you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.