

Terms & Conditions for 2022 Scape Group Scholarship Program ("Terms and Conditions")

Program	2022 Scape Group Scholarship Program
Promoter	Scape Australia Management Pty Ltd ACN 603 368 609 310 and its related bodies corporate of Level 14, 275 George Street, Sydney NSW 2000 for and on behalf of the relevant operators of the Properties
Program Period	<p>Start Date: 5:01pm AEDT on 5 November 2021</p> <p>End Date: 5.00pm AEDT on 12 January 2022</p>
Properties	Any property operated and/or managed by the Promoter, its related bodies corporate, or affiliates, and nominated by the Promoter, and each a " Property ".
Eligible Applicants – 'Academic Based Scholarship' Category	<ul style="list-style-type: none"> • Entry into the 'Academic Based Scholarship' category of the Program is open to Australian citizens and residents, and to individuals who hold a student visa issued by the Australian Government which is valid as at the date of entry into the Program, for the duration of the Program, and for the period during which they occupy a room and/or bed at any one of the Properties. • Any entries by applicants under 18 years of age must be authorised by a legal guardian. • Applicants who are currently completing an educational discipline with a university or similar tertiary education facility ("Course") must have a current 'grade point average' ("GPA"), or equivalent, mark of at least 5.5. • Applicants who are currently completing an educational discipline with a university or similar tertiary education facility ("Course") and are completing a PhD must be making satisfactory progress as determined by the institution. • Applicants who have not yet commenced a Course, or who have commenced a Course but have not yet been awarded a GPA, must have a predicted or awarded Australian Tertiary Admission Rank, or equivalent, of at least 80. • Applicants must have applied for, or be enrolled in, a Course that is due to commence or (with respect to those applicants who have commenced their Course) re-commence in either January or February 2022. • Applicants must be ready, willing and able to enter into a residential tenancy agreement with respect to a Property that contains a term of 51 weeks and commences no later than 9 February 2022 ("Residential Tenancy Agreement"). • Applicants must have a valid and current student card with an Australian education institution. 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. • Applicants must provide evidence to the Promoter of compliance with the above requirements. • Excluded Persons are not eligible to participate in this Program and do not fall within the definition of "Eligible Applicant". • "Excluded Persons" means any person who is: <ul style="list-style-type: none"> ○ 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; or ○ an agent or consultant (or similar role) who is acting or making a booking for or on behalf of any person. • The Promoter reserves the right to refuse to allow any person to take part in the Program or receive any or all aspects of the Offering.
Eligible Applicants – 'Equity Based Scholarship' Category	<ul style="list-style-type: none"> • Entry into the 'Equity Based Scholarship' category of the Program is open to Australian citizens and residents, and to individuals who hold a student visa issued by the Australian Government which is valid as at the date of entry into the Program, for the duration of the Program, and for the period during which they occupy a room and/or bed at any one of the Properties. • Any entries by applicants under 18 years of age must be authorised by a legal guardian. • Applicants must be able to demonstrate financial and/or educational disadvantage such as: <ul style="list-style-type: none"> ○ receiving a Government tested low income benefit or having a Centrelink Health Care Card; ○ having a long term medical condition or disability which impacts your study; ○ have previously/are currently living in foster care; and/or ○ experiencing difficult family/social circumstances. • Applicants must have applied for, or be enrolled in, a Course that is due to commence or (with respect to those applicants who have commenced their Course) re-commence in either January or February 2022. • Applicants must be ready, willing and able to enter into a residential tenancy agreement with respect to a Property that contains a term of 51 weeks and commences no later than 9 February 2022 ("Residential Tenancy Agreement"). • Applicants must have a valid and current student card with an Australian education institution. 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. • Applicants must provide evidence to the Promoter of compliance with the above requirements. • Excluded Persons are not eligible to participate in this Program and do not fall within the definition of "Eligible Applicant". • "Excluded Persons" means any person who is: <ul style="list-style-type: none"> ○ 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; or ○ an agent or consultant (or similar role) who is acting or making a booking for or on behalf of any person. • The Promoter reserves the right to refuse to allow any person to take part in the Program or receive any or all aspects of the Offering.
How to apply	<p>Eligible Applicants who complete the following steps (each, an "Eligible Participant") will be entered into the selection process: directly (and not by way of any third-party agent or consultant) submit:</p> <ul style="list-style-type: none"> • an online application for <i>either</i> the Equity Based Scholarship or the Academic Based Scholarship (but not both) during the Program Period via the following website: https://www.scape.com.au/scholarship2022/ • a fully completed form which, among other items, nominates either Sydney, Brisbane, Melbourne or Adelaide as a city in Australia in which the Eligible Participant would like to occupy a room and/or bed ("Nominated City"), such form to be available at the website made available by the Promoter; and • a 250 word submission outline reasons as to why that Eligible Applicant should be awarded the scholarship and explain what that Eligible Applicant can bring to the student community at and around the Property; OR • a self-made video (noting professionally made videos will not be accepted) of the Eligible Applicant which meets the below conditions: <ul style="list-style-type: none"> ○ the video must be no more than 2 minutes in length;

	<ul style="list-style-type: none"> ○ the Eligible Applicant must, in the video, outline reasons as to why that Eligible Applicant should be awarded the scholarship and explain what that Eligible Applicant can bring to the student community at and around the Property; ○ the video must be uploaded to YouTube, Vimeo or a similar platform acceptable to the Promoter which is: (a) accessible in Australia, (b) does not require the Promoter to create a personal account to view the video and (c) is accessible via the link which must be listed in application; ○ the audio and visuals of the video but be clear and audible to the Promoter; and ○ the video must not contain any content, in any form, that the Promoter considers is offensive, vulgar, illegal, dangerous, copied, stolen, or immoral, <p>(“Application”). If the Application does not comply with the above requirements, the Application will be deemed void and the Eligible Applicant will be automatically withdrawn from the Program.</p>
Successful Applicants	Each Eligible Applicant who complies with these Terms and Conditions will be granted the Offering as set out below.
Offering	<p>Successful Applicant/s will receive subsidised rental rates with respect to accommodation at a Property in the relevant Nominated City (subject always to availability and otherwise as nominated at additional or alternative accommodation by the Promoter). The subsidy will be applied evenly over the term of the relevant Residential Tenancy Agreement (which term must be 51 weeks in length), beginning on and from the date of commencement of the relevant Residential Tenancy Agreement (which commencement date must be no later than 9 February 2022) and ending on the earlier of:</p> <ul style="list-style-type: none"> • expiry of the relevant Residential Tenancy Agreement; and • termination of the relevant Residential Tenancy Agreement.
Value of the Offering	The value of the Scholarship will be the difference between the normal (headline) rental rate for the relevant bed and/or room type at the relevant Property (as varied from time to time by the Promoter, at its discretion) and a 50% discounted rental rate payable by the relevant Successful Applicant in accordance with their Residential Tenancy Agreement.
Conditions of Offering	<ul style="list-style-type: none"> • The Offering is not valid in conjunction with any other promotions and 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. • Each Successful Applicant is responsible for all associated costs with the Offering, including where applicable, travel, visas and any other ancillary costs. • Any values noted in these Terms and Conditions are GST exclusive, are in Australian dollars and are correct at the time of printing. • 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. • 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. • 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. • The allocation of the Offering is subject to availability of rooms and/or beds (including, without limitation, during or after the Program Period). The Promoter cannot guarantee availability of rooms and/or beds at any Property or within any Nominated City. • The Promoter reserves the right, without notice, to withhold or grant an Offering (or any part thereof) to any Successful Applicant at any time.
Notification Date	The Promoter will use reasonable endeavours to notify Successful Applicant/s about the outcome of an Application by 5.01pm AEDT on 17 January 2022.

General

1. Definition and acknowledgement

- (a) In these Terms and Conditions, “you” refers to any person entering the Program.
- (b) You acknowledge and agree that you have read these Terms and Conditions and that by entering the Program 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 Program, 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 Program 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, www.urbanest.com.au/legal/ and www.atira.com/privacy-policy/. By entering the Program, you acknowledge that you have read, understood and accepted these privacy policies and consent to the Promoter collecting your sensitive information (if applicable) in accordance with 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 Program 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 Program; or
 - (iii) any printing or typographical errors in any materials associated with the Program 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 Program if the security, fairness, integrity, or proper operation of the Program 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 Program 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 Program 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 Program 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 Program, 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 Program, you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.