

## **“REFER A FRIEND” PROMOTION (“Promotion”)**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. This promotion is not valid in conjunction with any other Scape offers.
2. For the purposes of this Promotion, a Scape Property is a purpose-built student accommodation location managed by the Promoter (each a **“Scape Property”**). A full list of Scape Properties are listed below in Annexure A.
3. Entry into the Promotion is open to Australian citizens and residents and international students, aged 18 years or over, who:
  - Reside within a Scape Property in NSW, SA, VIC or QLD for a minimum of 12 weeks prior to entry and still residing within a Scape Property in NSW, SA, VIC or QLD as at the 12/12/2023);
  - 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 a Scape Property;
  - Have signed a residential tenancy agreement relating to a Scape Property for a minimum of 21 weeks; and
  - 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 Eligible Entrant occupies a room and/or bed at a Scape Property.

#### **(“Eligible Entrant”).**

4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Entries into the promotion open on 01/01/2023 and close 6:00pm AEDST on 12/12/2023 (**“Promotional Period”**).
6. To be eligible to enter Eligible Entrants must, during the Promotional Period, successfully refer a friend to book a stay at a Scape Property. Eligible Entrants must visit <https://www.scape.com.au/refer-a-friend/> and enter their details along with the details of the friend that they wish to refer (including their full name and email address) and submit the fully completed referral. Eligible Entrants submitting a referral must indicate that they have their referred friend’s permission/consent to refer them for the purposes of this Promotion and agree to these Terms and Conditions.
7. Eligible Entrants will be awarded one (1) entry into the relevant draw for every referred friend that successfully signs a new Semester Contract for a Scape Property (i.e. a tenancy agreement for one (1) semester being a minimum 21 to 50 weeks) during the Promotional Period or two (2) entries into the relevant draw for every referred friend that successfully signs a new Full Year Contract for a Property (i.e. a tenancy agreement for a minimum 51 weeks) during the Promotional Period. Referred friends must use the same email address entered by the Eligible Entrant when completing their Scape contract in order for the entry to be deemed valid. Tenancy contracts

booked by an agent (offshore) are not eligible for the purposes of this promotion. Referred friends must not have been a tenant of a Scape Property in the past and must be a new tenant (i.e. must not be a returning student, or have had a previous cancelled contract, or be an existing Scape Property tenant moving to a new Scape Property)\_or have their details on the Promoter's existing database.

8. Multiple entries permitted however each entry must be submitted separately and in accordance with entry requirements. An individual can only be referred once. If a person is referred multiple times, only the first Eligible Entrant to refer them will be awarded an entry into the relevant draw.
9. The Promoter reserves the right, at any time, to verify the validity of entries, Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and their referred friends and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
12. There will be two (2) draws conducted for this Promotion (each a "**Draw**"). Entries will be divided into groups for each Draw based on the State of the Eligible Entrant's Scape Property of residence as follows: NSW, SA, VIC or QLD (each a "**Group**").
13. Entries open and close for each Draw on the dates and times stipulated in the table below. The Draws will take place at 3:00pm AEDST/AEST (as the case requires) at Scape Australia Management Pty Ltd ACN 603 368 609 310 of Level 14, 275 George Street, Sydney NSW 2000 and the times and dates listed in the table below. Non-winning entries in Draw 1 will be entered into Draw 2. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing by email within seven (7) business days of the relevant Draw. Winner's names will be published online at <https://www.scape.com.au> on the dates listed in the table below.

Draw	Entries Open	Entries Close	Draw Date	Publication Date
1	12:01am AEDST on 01/01/2023	11:59pm AEST on 31/05/2023	01/06/2023	03/07/2023
2	12:00am AEST on 01/06/2023	6:00pm AEDST on 12/12/2023	21/12/2023	22/12/2023

14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn in each Group in each Draw will each win a Travello 7 Day Queensland Coast & Island Adventure for two (2) people valued at up to \$8,280 depending on date and point of departure. Prize includes:
  - A total of six (6) nights accommodation - Bungalow (with shared facilities) (2 nights), Hotel or Motel (4 nights);
  - A total of two (2) breakfasts, three (3) lunches and one (1) dinner; and
  - Various included activities.

A full list of inclusions are available here: <https://www.backpackerdeals.com/australia/townsville/7-day-queensland-coast-islands-adventure-from-townsville#detail-section>. Prize also includes two (2) x return economy airfares from winner's nearest capital city in NSW, VIC, SA or QLD to Townsville, QLD (if required). Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken within twelve (12) months of winner notification and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods. As a condition of accepting a prize, each winner must agree to take and/or generate a pre-determine amount of content (including but not limited to social media content and/or photo/video content) during their trip to be provided to the Promoter for use in future promotional and marketing purposes. Such content will be used in accordance with Clause 23 and 24 below.

16. Winners acknowledge and agree that the accommodation element of the prize shared accommodation. Winners and their companion/s must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.
17. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is up to \$16,560 in each of NSW, VIC, QLD and SA.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 22/01/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within seven (7) business days of the relevant Draw. Winner's names will be published online at <https://www.scape.com.au> on 26/01/2024.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

24. As a condition of accepting a prize, each winner licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the content provided for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. 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, as well as any other implied warranties under the ASIC Act 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.
28. 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 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) if the Intrepid Queensland Coast & Adventure (or any scheduled activity) is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize.
29. As a condition of accepting the prize, the winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed

at <https://www.scape.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI outside of Australia, see the Promoter's Privacy Policy for details.

31. The Promoter is Scape Australia Management Pty Ltd ACN 603 368 609 310 of of Level 14, 275 George Street, Sydney NSW 2000.

NSW Authority No. TP/02364 SA Permit No. T22/2053

## ANNEXURE A

**Scape Abercrombie** - 267 Abercrombie Street Darlington, NSW 2008 Australia ○ **Scape Swanston** - 5 Little La Trobe Street, Melbourne, VIC 3000 Australia

- **Scape South Bank** - 149 Merivale Street, South Bank, QLD 4101 Australia
- **Scape Toowong** - 611 Coronation Drive, Toowong, QLD 4066 Australia

- **Scape Redfern** - 77-123 Eveleigh St, Redfern, NSW 2016 Australia
- **Scape Franklin**: 99 Franklin Street, Melbourne, VIC 3000 Australia
- **Scape Carlton**: 597 Swanston Street, Carlton, VIC 3000 Australia
- **Scape Adelaide Central** – 12 Bank Street, Adelaide, SA, 5000, Australia
- **Scape at University of Adelaide** – 230 North Terrace, Adelaide, SA, 5000, Australia ○ **Scape Queensberry** – 599 Swanston Street, Carlton, VIC, 3053, Australia

- **Scape Berkeley 2** – 122-136 Berkeley Street Carlton, VIC, 3053, Australia
- **Scape Sydney Central** – 483 Wattle Street, Ultimo, NSW, 2007, Australia
- **Scape Glebe** – 25 Arundel Street, Glebe, NSW, 2037, Australia
- **Scape at University of Sydney** – 152 City Road, Darlington, NSW, 2000, Australia ○ **Scape Quay** – 83 Quay Street, Haymarket NSW, 2000, Australia

- **Scape Darling Square and Darling House** – 41 Darling Drive, Haymarket, NSW, 2000, Australia ○ **Scape Tribune** – 60 Tribune Street, South Brisbane, QLD, 4101, Australia
- **Scape St Lucia** - 33 Glen Road, Toowong, QLD, 4066, Australia
- **Scape Cleveland Street** – 142 Abercrombie Street, Redfern, NSW, 2016, Australia

- **Scape Melbourne Central** – 316 La Trobe Street, Melbourne, VIC, 3000, Australia
- **Scape Merivale** - 118 Merivale Street, South Brisbane, QLD, 4101, Australia
- **Scape Regent St** - 15 Regent Street, Woolloongabba, Brisbane, QLD, 4102, Australia ○ **Scape Peel St** - 247 Peel Street, North Melbourne VIC, 3051, Australia
- **Scape La Trobe St** - 50 La Trobe Street, Melbourne, VIC, 3000, Australia
- **Scape Waymouth** - 231 Waymouth Street, Adelaide, SA, 5000, Australia
- **Mountain X Scape** - 23-27 Mountain Street, Ultimo, NSW 2007, Australia
- **Boundary X Scape** - 10-12 Boundary Street, Darlington 2008, Australia
- **Broadway X Scape** – 161 Broadway, Ultimo, NSW 2007,

- **Scape Berkeley 1**, 105 Berkeley Street, Carlton, VIC, 3000 Australia
- **Scape Lincoln College**, 558 Swanston St, Carlton, VIC, 3053 Australia
- **Scape Darlington**, 288 Wilson St, Darlington, NSW, 2008, Australia