

Terms & Conditions for Scape Refer A Friend Sem1 2024 ("Terms and Conditions")

Promotion	Scape – Refer a Friend
Promoter	Scape Australia Management Pty Ltd ACN 603 368 609 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
Promotion Period	Start Date: 21 December 2023 at 9:00am
	End Date: 29 February 2024 at 6:00pm
Properties	each a "Scape Property" . A full list of Scape Properties are listed below in Annexure A.
Eligible Applicants	<ul style="list-style-type: none"> • Entry into the Promotion is open to person aged 18 years or over, who: <ul style="list-style-type: none"> ○ At the time of entry into the Promotion, are residing within a Scape Property in NSW, SA, VIC, and QLD and have been in occupation of the relevant Scape Property in NSW, SA, VIC, and QLD for a period of at least 12 weeks; ○ Will be, at the relevant Notification Date, residing in the Scape Property referred to above; ○ Have signed a residential tenancy agreement relating to a Scape Property in NSW, SA, VIC, and QLD for a minimum of 21 weeks; and • Excluded Persons are not eligible to participate in this Promotion and do not fall within the definition of "Eligible Applicant". "Excluded Persons" means: <ul style="list-style-type: none"> ○ employees (and their immediate families) of the Promoter and agencies 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 1st cousin; ○ tenancy contracts booked by a third-party agent are not eligible for the purposes of this promotion; or ○ an applicant who has previously been excluded from Promotions (including promo offers) conducted by the Promoter. • The Promoter reserves the right to refuse to allow any person to take part in the Promotion or receive any or all aspects of the Offering.
How to apply	<p>Eligible Applicants who complete the following steps (each, an "Eligible Applicant") will be entered into the Promotion:</p> <ul style="list-style-type: none"> • Eligible Applicants must, during the Promotional Period, successfully refer a friend to book a stay at a Scape Property in Melbourne, Brisbane, and Adelaide ("Referred Friend"). • The referral of the Referred Friend must be done directly by the Eligible Applicant via https://www.scape.com.au/refer-a-friend-sem1-2024/ pursuant to which the Eligible Applicant must 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 Applicants 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; • The Referred Friend must (during the Promotional Period) sign, and commence occupation of a room under, the Promoter's tenancy agreement for a Scape Property in Melbourne, Brisbane, and Adelaide for a period of at least 16 weeks; • The Referred Friend must reference the Eligible Applicant's same email address (as provided by the Eligible Applicant when entering the Promotion) when making their booking for a Scape Property in Melbourne, Brisbane, and Adelaide; and • The Referred Friend must not be, or have been at any time, a tenant/occupier of any property managed, owned, and/or operated by the Promoter and must not be an existing customer on the Promoter's database.
Successful Applicants	Each Eligible Applicant who complies with these Terms and Conditions will be granted the Offering (as relevant) as set out below.
Offering	<p>Successful Applicant/s will receive:</p> <ul style="list-style-type: none"> • With respect to a Referred Friend who has made a booking (and commenced occupation of a premise at a Scape Property in Melbourne, Brisbane and Adelaide) for a period of at least 43 weeks –\$200 Prezzy voucher. <p>Successful Applicants may enter the Promotion more than once and will be awarded an Offering (as relevant) for every Referred Friend that complies with these Terms and Conditions. There are limited numbers of the Offering available.</p>
Value of the Offering	With respect to Offering - \$200 per Prezzy voucher.
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). • 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 Promoter reserves the right, without notice, to withhold or grant an Offering (or any part thereof) to any Successful Applicant at any time. • If for any reason a Successful Applicant's residential tenancy agreement relating to a Scape Property is terminated or ended prior to the expiry date of that residential tenancy agreement, the relevant Successful Applicant must immediately return the Offering to the Promoter.

Notification Date	The Promoter will use reasonable endeavours to notify Eligible 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.
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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: <https://www.scape.com.au/privacy-policy/>. By entering the Promotion, 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 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.

ANNEXURE A

- **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 Franklin - 99 Franklin Street, Melbourne, VIC 3000 Australia**
- **Scape Carlton - 581 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 Tribune - 60 Tribune Street, South Brisbane, QLD, 4101, Australia**
- **Scape St Lucia - 33 Glen Road, Toowong, QLD, 4066, 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**
- **Scape Berkeley 1 - 105 Berkeley Street, Carlton, VIC, 3000 Australia**
- **Scape Lincoln College - 562 Swanston St, Carlton, VIC, 3053 Australia**
- **Scape Aurora - 236 La Trobe St, Melbourne, VIC, 3000, Australia**
- **Scape Victoria Street- 25 Victoria Street, Melbourne, VIC, 3000, Australia**