

## Terms & Conditions for 'Semester 1, 2021 First Year Undergraduate Offer' ("Terms and Conditions")

### Details

<b>Promotion</b>	Semester 1, 2021 First Year Undergraduate Offer
<b>Promoter</b>	Scape Australia Management Pty Ltd ACN 603 368 609 310 of Suite 2, Level 30, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 for and on behalf of the relevant operators of the Properties
<b>Promotion Period</b>	<p><b>Start Date:</b> 8am, 8th January 2021</p> <p><b>End Date:</b> 5pm, 31<sup>st</sup> January 2021</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>○ First year students commencing their undergraduate degree</li> <li>○ Applicants must be residing in Australia at the time of booking</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 a their COE or a copy of their ATAR as evidence to of being a first year undergraduate student at an Australian university or similar tertiary education facility.</li> </ul> </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 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 agent or consultant (or similar role) who is acting or making a booking for or on behalf of any person; or</li> <li>○ an applicant who has previously been excluded from Promotions (including promo offers) conducted by the Promoter; or</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 a select bed and/or room (such room and/or bed to be nominated by the Promoter at the time of booking as an Offering bed and/or room) at any one of the following properties: <ul style="list-style-type: none"> <li>○ <b>Atira Merivale St</b> - 118 Merivale Street, South Brisbane, QLD, 4101, Australia</li> <li>○ <b>Atira La Trobe St</b> - 50 La Trobe Street, Melbourne, VIC, 3000, Australia</li> </ul> </li> <li>• make the booking for a Property within the Program Period;</li> <li>• input or quote the Program code <b>Sem121firstyear</b> when booking; and</li> <li>• pay the deposit applicable for the relevant booking within the timeframe required by the Promoter.</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 booking a semester contract will receive:</p> <p>Successful Applicants will receive subsidised rental rates with respect to accommodation at the relevant Property at which they have booked a particular room and/or bed (such room and/or bed to be nominated by the Promoter at the time of booking as an Offering bed and/or room). The subsidy will be applied evenly over the term of the relevant residential tenancy agreement, beginning on and from the date of commencement of the relevant residential tenancy agreement and ending on the earlier of:</p> <ul style="list-style-type: none"> <li>• expiry of the relevant residential tenancy agreement; and</li> <li>• termination of the relevant residential tenancy agreement.</li> </ul>
<b>Value of the Offering</b>	<p>Dependent on the room type selected, the maximum value of the offering is outlined as per below:</p> <ul style="list-style-type: none"> <li>○ <b>Atira Merivale St</b> selected room types, \$150 per week (up to \$3,300 for a 22 week booking)</li> <li>○ <b>Atira La Trobe St</b> selected room types, 50% off per week (up to \$4,719 for a 22 week booking)</li> </ul> <p><i>The value of the Offering is based on the Successful Applicant's room type as per their residential tenancy agreement and therefore is subject to change at the Promoter's discretion.</i></p>
<b>Conditions of Offering</b>	<ul style="list-style-type: none"> <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> <li>• Not in conjunction with any other offer.</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.
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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: [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.