

Terms & Conditions for Atira, New Students Semester 2, 2021 ("Terms and Conditions")

Promotion	Atira, New Students Semester 2, 2021
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
Promotion Period	<p>Start Date: 9am, Monday 3rd May, 2021</p> <p>End Date: The earlier of (a) 5pm, Tuesday 31st August 2021 and (b) the running out of stock for the Offering.</p>
Properties	<ul style="list-style-type: none"> • Atira Merivale St - 118 Merivale Street, South Brisbane, QLD, 4101, Australia • Atira Regent St - 15 Regent Street, Woolloongabba, Brisbane, QLD, 4102, Australia • Atira Peel St - 247 Peel Street, North Melbourne VIC, 3051, Australia • Atira La Trobe St - 50 LaTrobe Street, Melbourne, VIC, 3000, Australia • Atira Waymouth - 231 Waymouth Street, Adelaide, SA, 5000, Australia <p>each a "Property".</p>
Eligible Applicants	<ul style="list-style-type: none"> • Entry into the Promotion is open to: <ul style="list-style-type: none"> ○ Australian citizens and residents and international students who are living within Australia at the time of booking. ○ 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. • Any entries by applicants under 18 years of age must be authorised by a legal guardian. • Applicants must also meet the following requirements in order to enter the Promotion: <ul style="list-style-type: none"> ○ Applicants must have signed a residential tenancy agreement relating to Property; ○ Applicants must be a new resident at one of the Properties; ○ 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; • Excluded Persons are not eligible to participate in this Promotion and do not fall within the definition of "Eligible Applicant". "Excluded Persons" means any person (Applicant) 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; ○ An applicant who has previously been excluded from Promotions (including promo offers) conducted by the Promoter; or ○ Residential tenancy agreement deferrals with a contract commencement date after 31st August 2021 are not eligible for the promotion ○ Residential tenancy agreement deferrals are not eligible for the promotion • Not to be used in conjunction with any other offer. • 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.
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"> • Make a booking at an eligible Property and sign the residential tenancy agreement relating to the Property for Semester 2, 2021 within the Program Period; • Quote the Program code XNB_S22021 when booking;
Successful Applicants	Each Eligible Applicant who complies with these Terms and Conditions will be granted the Offering as set out below.
Offering	<p>Successful Applicants who book will receive</p> <ul style="list-style-type: none"> • 6 weeks rental credit for signed a residential tenancy agreement a 51 week agreement (357 nights) or 3 weeks rental credit for signed a residential tenancy agreement for 26 week agreement (182 nights). <p>The subsidy will be applied at the end of the relevant residential tenancy agreement.</p> <p>There are limited numbers of the Offering available.</p>
Value of the Offering	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]
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 outlined in the 'Offering'. • 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.

	<ul style="list-style-type: none"> 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. 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 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 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

- In these Terms and Conditions, "**you**" refers to any person entering the Promotion.
- 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

- 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.
- 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.
- 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 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

- 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:
 - any condition caused by events beyond the control of the Promoter that may cause the Promotion or Offering to be disrupted or corrupted;
 - 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
 - any printing or typographical errors in any materials associated with the Promotion or the Offering.
- The Promoter reserves the right to, at any time:
 - make any enquiries for the purpose of assessing the honesty and integrity of the relevant Eligible Applicant or Successful Applicant;
 - in its sole and unfettered discretion, disqualify an Eligible Applicant or Successful Applicant;
 - 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;
 - 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;
 - 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;
 - 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
 - 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.