

Terms & Conditions for Scholarship Beds at Student Accommodation ("Terms and Conditions")

Details

Program	Scholarship Beds at Student Accommodation
Promoter	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
Program Period	<p>Start Date: 10.00am AEST on 23 July 2020</p> <p>End Date: 5.00pm AEST on 11 September 2020</p>
Eligible Applicants	<ul style="list-style-type: none"> • Entry into 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 also meet the following requirements in order to enter the Program: <ul style="list-style-type: none"> ○ Applicants must be currently enrolled in at least one of the following educational courses with an Australian university or similar tertiary education facility: Nursing, Health Science, Education (for teaching purposes) or Research (in connection with a PhD, Honours, Masters or Doctorate course); and ○ 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 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 the person to take part in the Program or receive any or all aspects of the Scholarship.
How to apply	<p>Eligible Applicants who complete the following steps (each, an "Eligible Participant") will be entered into the Program:</p> <ul style="list-style-type: none"> • Directly (and not by way of any third party agent or consultant) make an online booking for student accommodation for a fixed period of at least 16 weeks via the following website: www.urbanest.com.au/scholarship-beds. • The booking must be for a select bed and/or room (such room and/or bed to be nominated by the Promoter at the time of booking as a scholarship bed and/or room) at any one of the following properties: <ul style="list-style-type: none"> ○ 'Atira', 247 Peel Street, North Melbourne VIC; ○ 'Urbanest', 60 Tribune Street, South Brisbane QLD; ○ 'Urbanest', 316 La Trobe Street, Melbourne VIC; or ○ 'Urbanest', 483 Wattle Street, Ultimo NSW, (each a "Property" and collectively the "Properties"). • The booking must be made within the Program Period. • The commencement date for occupation of the relevant room and/or bed must be in 2020. • The promotion code "DCS2_2020" must be inputted when making the booking.
Successful Applicants	<p>Each Eligible Participant who:</p> <ul style="list-style-type: none"> • complies with these Terms and Conditions; and • enters into a residential tenancy agreement with respect to a Property containing a commencement date that begins in 2020 ("Residential Tenancy Agreement"), <p>will be granted a rental scholarship as set out below.</p>
Scholarship	<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 a scholarship 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"> • expiry of the relevant Residential Tenancy Agreement; and • termination of the relevant Residential Tenancy Agreement.
Value	The value of the Scholarship will be the difference between the normal rental rate for the relevant bed and/or room type at the relevant Property (as varied from time to time) and the rental rate payable by the relevant Successful Applicant in accordance with their Residential Tenancy Agreement.
Conditions of Scholarship	<ul style="list-style-type: none"> • The Scholarship 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 Scholarship, 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 Scholarship is not available for any reason, the Promoter reserves the right to substitute that part of the Scholarship for something similar in value. • The Promoter may require further information before applying the Scholarship 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 Scholarship.

	<ul style="list-style-type: none"> • 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 Scholarship 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. • The Promoter reserves the right, without notice, to withhold or grant a Scholarship (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 a Scholarship application within approximately 48 hours of the Eligible Participant 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 Program.
- 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 Scholarship 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 Scholarship, by entering this Program, you acknowledge that circumstances beyond the control of the Promoter may prevent the distribution of the Scholarship.
- 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.
- 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/. You understand and accept 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 Program or Scholarship 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 Scholarship or resulting from acceptance, possession, use, misuse, withdrawing, or withholding of the Scholarship, or from participation in the Program; or
 - any printing or typographical errors in any materials associated with the Program or the Scholarship.
- 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 Participant or Successful Applicant;
 - in its sole and unfettered discretion, disqualify an Eligible Participant or Successful Applicant;
 - cancel or suspend the Program if the security, fairness, integrity, or proper operation of the Program or Scholarship is compromised in any way, including by unauthorised human intervention or any other causes beyond the reasonable control of the Promoter;
 - disqualify any Eligible Participant or Successful Applicant who engages in offensive, illegal or objectionable conduct in respect of the Program or any of the Properties;
 - disqualify any Eligible Participant 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 Program in accordance with any written directions given by any relevant government or regulatory authority to do so; and/or
 - request an Eligible Participant 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 Scholarship.
- (e) The Promoter reserves the right to cancel or amend the Program, the Scholarship 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.