

DISCLAIMER

The Peet Referral Promotion applies only to Contracts for Participating Peet Estates for a limited time and is subject to terms and conditions and eligibility criteria, full details of which are available on our websites or on request from Peet. All matters (including the Promotion Period, the price and availability of lots in Participating Peet Estates, the amount and availability of the Reward and any other matters relating to the Peet Referral Promotion) are subject to change without notice at Peet's absolute discretion. These terms and conditions do not form part of any contract and purchasers should review any contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding.

TERMS AND CONDITIONS

The Peet Referral Promotion ('Promotion')

1. Promotion Details

1.1 The Promotion applies to and the benefits of the Promotion are available in respect of all available lots within the Participating Peet Estate during the Promotion Period.

1.2 It is the responsibility of the Peet Referrer to:

- (a) enquire with Peet as to their eligibility to participate in the Promotion and as to the applicability of the Promotion; and
- (b) enquire with Peet as to the eligibility of the Referred Purchaser, prior to the Referred Purchaser commencing any discussions, inquiries or negotiations with Peet in relation to a Contract for a lot in a Participating Peet Estate.

1.3 Except as expressly provided for in any duly constituted and executed contract, neither Peet nor any of its employees, agents or officers gives any warranty or makes any representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors in respect of the Promotion or any Participating Peet Estate. Neither Peet nor any of its employees, agents or officers will be liable for any loss or damage suffered or incurred by any party who relies upon the information in any advertisement, publication or statement except for any liability which cannot be excluded by law.

2. Reward

2.1 Each Peet Referrer who refers a Referred Purchaser to Peet will be entitled to receive a Reward.

2.2 Only one Reward will be provided by Peet in respect of any Contract for a Participating Peet Estate. For the avoidance of doubt, if either or both of the Peet Referrer and/or Referred Purchaser for a Contract for a lot in a Participating Peet Estate are more than one person (e.g. joint purchasers of property), only one Reward will be provided by Peet.

2.3 Peet may, in its sole discretion, make an equivalent cash payment to a Peet Referrer in lieu of a Reward.

2.4 Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Reward are the sole responsibility of the Peet Referrer.

2.5 The Reward is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable for monetary payment unless agreed to by Peet (at its absolute discretion).

2.6 Each Peet Referrer eligible for a Reward will be telephoned and asked to provide a home address for the Reward to be mailed to by registered post.

2.7 A Reward will be sent to each eligible Peet Referrer after the terms and conditions set out herein have been complied with in full.

2.8 Peet Referrers acknowledge and agree that:

- (a) where Peet cannot reasonably contact a Peet Referrer within 3 months of the Peet Referrer becoming eligible for the Reward, the relevant Reward will be forfeited to Peet and the Peet Referrer will have no claim or recourse against Peet;
- (b) a Peet Referrer is ineligible for the Promotion if any provision of these terms and conditions are not met;
- (c) a Reward may expire or become void and may not be redeemed if it expires or is defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way;
- (d) neither Peet nor its related entities will be liable to reissue or reimburse any Peet Referrer for any remaining dollar value on any Reward which is so expired, defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way;
- (e) if they receive a Reward, they are bound by all terms and conditions relating to that Reward, including in respect of cancellations and lost cards and will not make any consequent claim against or objection to Peet; and
- (f) in the event of any dispute as to eligibility to participate in the Promotion or receive the Reward, including a decision by Peet to offer the Reward to a person who may not otherwise be eligible for the Promotion or the Reward, eligibility is determined by Peet and Peet's decision will be final and binding.

3. General terms of the Promotion

3.1 The benefits under the Promotion are not available in conjunction with any other promotion or offer by Peet and the Promotion is subject to all terms and conditions contained in the Contract entered into by the Referred Purchaser and Peet. To the extent of any inconsistency between these terms and conditions and the terms of the Contract, the Contract shall prevail.

3.2 Neither Peet nor any of its employees, agents or officers will be liable for any loss or damage suffered or incurred by any person:

(a) who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion (except for any liability which cannot be excluded by law);

or

(b) as a result of Peet's inability to provide any benefit of the Promotion for reasons outside Peet's control (including but not limited to the acts of any third parties and their employees and agents).

3.3 Peet may cancel or make changes to the Promotion at any time without notice. Such changes may include changes to the definition of Participating Peet Estate or shortening or extending the Promotion Period.

3.4 These terms and conditions supersede any prior terms and conditions for the Promotion.

4. Privacy

4.1 Peet collects personal information in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Peet may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the individual informs Peet otherwise.

4.2 Peet may also share individuals' information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Peet may also disclose personal information to third parties as required by Australian regulatory authorities.

4.3 Peet is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to Peet's privacy policy. To view Peet's privacy policy please visit <http://www.peet.com.au/privacy>. Participants should direct any request to access, update or correct personal information to Peet.

5. Defined terms

For the purposes of the Promotion, the defined terms are as set out below:

5.1 **'Builder'** means a registered home builder holding a Builder - Low Rise building licence in Queensland.

5.2 **'Builder Representative'** means an individual employee of a Builder who has obtained consent from the Builder to participate in this Promotion if it is required by the terms of employment.

5.3 **'Contract'**:

(a) means a written contract for the purchase of vacant land or a house and land package from Peet in a Participating Peet Estate, lawfully executed and substantially in accordance with Peet's standard form of contract; and

(b) specifically excludes put and call or call option agreements or contracts pursuant to the exercise of a call option under a put and call or call option agreement.

5.4 **'Notification'** means written notification in relation to the Peet Referrer and the Referred Purchaser received by Peet in the form specified by Peet prior to the Referred Purchaser making any enquiry or other contact with Peet or a Peet Affiliate in relation to a Participating Peet Estate.

5.5 **'Participating Peet Estate'** means the Peet Estates known as 'Flagstone' at Flagstone, 'Riverbank' at Caboolture South, 'Eden's Crossing' at Redbank Plains and 'Spring Mountain Acreage Estate' at New Beith and Greenbank, in Queensland.

5.6 **'Peet'** means, in relation to 'Flagstone' at Flagstone, 'Riverbank' at Caboolture South and 'Eden's Crossing' at Redbank Plains, the relevant entity associated with or related to Peet Limited ACN 008 665 834 that owns and is selling land within those estates and in relation to 'Spring Mountain Acreage Estate' at New Beith and Greenbank, means MTAA Superannuation Fund (Flagstone Creek and Spring Mountain Park) Property Pty Ltd ACN 082 445 663.

5.7 **'Peet Affiliate'** means any corporation which is a Related Body Corporate (as defined in the Corporations Act 2001) of Peet Limited ACN 008 665 834.

5.8 **'Peet Estate'** means an estate owned or managed by a Peet Affiliate in Australia.

5.9 **'Peet Referrer'** means a Builder Representative or a Purchaser who, during the Promotion Period:

(a) provides the Notification; and

(b) is confirmed by the Referred Purchaser in writing (in the form required by Peet) as the person who referred the Referred Purchaser to Peet.

5.10 **'Promotion Period'** means the period from 9:00am on Sunday 1 July 2018 until it is withdrawn by Peet.

5.11 **'Purchaser'** means an individual person or individual persons, jointly, who have previously settled a contract to purchase property in a Peet Estate from a Peet Affiliate.

5.12 **'Referred Purchaser'** means an individual person or individual persons who:

(a) during the Promotion Period:

(i) is referred to Peet by a Peet Referrer by Notification; and

(ii) notifies Peet in writing (in the form required by Peet) that they were referred to Peet by a Peet Referrer;

(b) has not had any contact with Peet or a Peet Affiliate in relation to the relevant Participating Peet Estate the subject of the referral for a period of at least 12 months prior to the Notification;

(c) within six months of the relevant Notification, signs and delivers to Peet a Contract in the relevant Participating Peet Estate the subject of the referral and does not default under the Contract; and

(d) settles the Contract in the relevant Participating Peet Estate the subject of the referral.

5.13 **'Reward'** means a prepaid gift card to the value of \$2,000.00.