

## **DISCLAIMER**

*The Peet Referral Promotion applies only to lots with the Participating Peet Estate for a limited time and is subject to terms and conditions and eligibility criteria, full details of which are available at [flagstone.com.au](http://flagstone.com.au) or on request from Peet. All matters (including the Promotion Period, the price and availability of Eligible Lots, the amount and availability of any vouchers, payments and incentives and any other matters relating to the Peet Referral Promotion) are subject to change without notice at Peet's absolute discretion. This does not form part of any contract and purchasers should review the contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding.*

## **TERMS AND CONDITIONS**

### ***The Peet Referral Promotion ('Promotion')***

#### ***Promotion Details***

1. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, 'Peet' means the relevant entity associated with or related to Peet Limited ACN 008 665 834 that owns and is selling land within a participating Peet estate. The relevant entity and participating estate ('**Participating Peet Estate**') is Peet Flagstone City ACN 151 187.*
2. *These terms and conditions apply to the Promotion being conducted by Peet in respect of land within the Participating Peet Estate.*
3. *The Promotion runs from 6 February 2016 until it is withdrawn by Peet ('**Promotion Period**').*
4. *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 ('**Eligible Lots**').*
5. *It is the responsibility of the referrer (**Peet Referrer**) who intends to participate in the Promotion to:*
  - a. *enquire with Peet as to their eligibility to participate in the Promotion and as to the applicability of the Promotion within the Participating Peet Estate; and*
  - b. *enquire with Peet as to the eligibility of the purchaser they are interested in referring to Peet (**Referred Purchaser**),*  
*prior to the Referred Purchaser commencing any discussions, inquiries or negotiations with Peet in relation to the purchase of an Eligible Lot.*
6. *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, any Participating Peet Estate or any Eligible Lot. 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.*

## **Eligibility**

7. *Each Peet Referrer and Referred Purchaser who jointly comply with the following conditions will be entitled to receive a Visa Debit Card containing prepaid credit to the value of \$500 ('**Visa Card**') each, namely:*
  - a. *With respect to the Peet Referrer:*
    - i. *the Peet Referrer must be an individual person; and*
    - ii. *the Peet Referrer must give Peet written notice identifying the Referred Purchaser who is entering into a contract of sale for an Eligible Lot during the Promotion Period before the Referred Purchaser commences any discussions, inquiries or negotiations with Peet in relation to the purchase of an Eligible Lot (in the form(s) required by Peet acting reasonably from time to time);*
  - b. *With respect to the Referred Purchaser:*
    - i. *the Referred Purchaser must give Peet written notice (in a form required by Peet) acknowledging that they were referred to Peet by the Peet Referrer and no other party during the Promotion Period;*
    - ii. *the Referred Purchaser:*
      1. *must be a new customer of Peet and must not previously have completed a registration of interest form with respect to any of the Participating Peet Estate; or*
      2. *where the Referred Purchaser is not a new customer of Peet and has previously completed a registration of interest form with respect to a Participating Peet Estate, the Referred Purchaser must not have had any contact with Peet (either at its or Peet's initiation) for a period of no less than 12 months prior to the commencement of the Promotion;*
    - iii. *the Referred Purchaser must complete settlement of a contract of sale for the purchase of the Eligible Lot ('**Contract**') and must not have defaulted under the Contract.*
8. *A maximum of two (2) Visa Cards (one for the Peet Referrer and one for the Referred Purchaser) will be paid by Peet in respect of any Eligible Lot. For the avoidance of doubt, if the Peet Referrer and/or Referred Purchasers are each more than one person, each Visa Card will be paid to each of the Peet Referrers and Referred Purchasers jointly.*
9. *Peet may, in its sole discretion, make a cash payment to a Peet Referrer and/or Referred Purchaser in lieu of a Visa Card.*
10. *Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Visa Card are the sole responsibility of the recipient of the Visa Card.*
11. *The Visa Card is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable for monetary payment or a discount or rebate on the purchase price of an Eligible Lot unless agreed to by Peet (at its absolute discretion).*
12. *Each Peet Referrer and Referred Purchaser entitled to a Visa Card will be telephoned and asked to provide a home address for the Visa Card to be mailed to by registered post.*
13. *Visa Cards will be sent to each entitled Peet Referrer and Referred Purchaser after the terms and conditions set out herein have been complied with in full.*
14. *Each Peet Referrer and Referred Purchaser agrees that where Peet cannot reasonably contact the relevant Peet Referrer or Referred Purchaser within 3 months of settlement of the relevant Eligible Lot and the terms and conditions set out herein have been*

*complied with, the relevant Visa Card will be forfeited to Peet and the Peet Referrer or Referred Purchaser (as applicable) will have no claim or recourse against Peet.*

15. *Peet Referrers and Referred Purchasers acknowledge and agree that:*
  - a. *any failure to provide Peet with written notice specified in clauses 7(a)(ii) and 7(b)(i) before a Referred Purchaser enters into a Contract with Peet for an Eligible Lot will make the Peet Referrer and Referred Purchaser ineligible for the Promotion;*
  - b. *a Visa Card may become void and may not be redeemed if it is defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way;*
  - c. *neither Peet nor its related entities will be liable to reissue or reimburse any Peet Referrers or Referred Purchasers for any remaining dollar value on any Visa Card which is so defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way.*
16. *Peet Referrers and Referred Purchasers acknowledge that if they are given a Visa Card in the course of participating in the Promotion, they are bound by all terms and conditions relating to that Visa Card, including cancellations and lost cards and they will not make any consequent claim against or objection to Peet.*
17. *In the event of any dispute as to eligibility to participate in the Promotion or the Visa Card, including a decision by Peet to offer the Visa Card to a Peet Referrer and/or Referred Purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined by Peet and Peet's decision will be final and binding.*

#### **General terms of the Promotion**

18. *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.*
19. *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).*
20. *Peet may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Eligible Lots or shortening or extending the Promotion Period.*
21. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

#### **Privacy**

22. *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.*

- 23. 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.*
- 24. 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.*