

LAND A GRAND PROMOTION

TERMS AND CONDITIONS

The Promotion is for a limited time only (see Promotion Period at clause 1.4 below) and is subject to the terms and conditions outlined below, which are available on the Promotion website at <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/building-info/building-plans> (**Promotion Website**). The Promotion only applies to the Eligible Lots (see clause 4.1 below). The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of any Eligible Lots or any building contract.

1. PROMOTION DETAILS

- 1.1. The Promotion applies to Eligible Lots in Participating Peet Estates only.
 - 1.2. The Participating Peet Estates are:
 - (a) 'Flagstone' located at Flagstone, Queensland (**Flagstone**);
 - (b) 'Riverbank' located at Caboolture South, Queensland (**Riverbank**); and
 - (c) 'Eden's Crossing' located at Redbank Plains, Queensland (**Eden's Crossing**).
 - 1.3. In these terms and conditions:
 - (a) '**Peet**' means the promoter and is the relevant entity which owns and is selling land within the Participating Peet Estates. For Flagstone, the relevant entity is Peet Flagstone City Pty Ltd ACN 151 187 594, for Riverbank the relevant entity is Peet Caboolture Syndicate Limited ACN 103 038 688 and for Eden's Crossing the relevant entity is Peet No 119 Pty Ltd ACN 124 371 642; and
 - (b) '**Agent**' means Peet Estates (Qld) Pty Ltd ACN 126 440 140 with licence number 3457180.
 - 1.4. The Promotion commences on Sunday 1 March 2020 at 10.00 am (AEST) and continues until it is withdrawn by Peet (**Promotion Period**).
 - 1.5. The Promotion details set out in these terms and conditions are correct at the time of their first publication, but may change at Peet's absolute discretion at any time. Peet will post any changes to the Promotion (including these terms and conditions) on the Promotion Website.
- #### 2. ELIGIBILITY CRITERIA
- 2.1. To be eligible for the Promotion, a person or person(s) must:
 - (a) be 18 years of age or older at the date of commencement of the Promotion and be a natural person/s (**Buyer**);
 - (b) during the Promotion Period sign a valid and binding vacant land only contract which:
 - (i) is for an Eligible Lot;

(ii) is substantially in Peet's standard form of contract for an Eligible Lot in the relevant Participating Peet Estate and otherwise contains terms which are acceptable to Peet and comply with Peet's requirements for contracts for the purchase of Eligible Lots as determined in its absolute discretion; and

(iii) contains the Rebate,

(Eligible Contract); and

(c) by the end of the Promotion Period, deliver to Peet (or the Agent):

(i) an original properly signed Eligible Contract, in full; and

(ii) an original and unused Voucher,

at the relevant Participating Peet Estate sales office,

and otherwise comply with these terms and conditions **(Eligibility Criteria)**.

2.2. If the Eligible Contract meets the criteria set out in clause 2.1, then Peet will sign the Eligible Contract.

3. THE LAND A GRAND REBATE

3.1. Buyers who comply with the Eligibility Criteria will be eligible to receive a \$1,000.00 (including GST) deduction off the List Purchase Price of the Buyer's Eligible Lot at the time of signing the Eligible Contract **(Rebate)**.

3.2. The Rebate will already be reflected in the Purchase Price in the Eligible Contract and no further deductions will be made at settlement of the Eligible Contract. For the avoidance of doubt, only one Rebate will be applied per Eligible Lot no matter how many Vouchers are provided and no matter how many Buyers there are for each Eligible Lot.

4. ELIGIBLE LOTS

4.1. This Promotion applies to all vacant land only lots in the Participating Peet Estates which are available for purchase from Peet through the relevant Participating Peet Estate sales office during the Promotion Period and where the Agent via the relevant Participating Peet Estate sales office (and no other agent or person (other than a Referring Builder providing a Voucher)) is the effective cause of the sale and specifically excludes:

(a) combined house and land contracts;

(b) any lot subject to a put and/or call option agreement (including a sale by way of a third party contract under such put and/or call option agreement) or development deed (whether or not the Buyer is aware of this); and

(c) any lot subject to an exclusive hold arrangement by a builder or other third party (whether or not the Buyer is aware of this),

(**Eligible Lots**). Subject to clause 4.2, Peet may vary the Eligible Lots at its sole discretion before or during the Promotion Period. Details of the Eligible Lots as varied from time to time will be posted on the Promotion Website or at the sales office of the Participating Peet Estate. It is the Buyer's responsibility to inquire with Peet as to whether any lot is included or excluded from the Promotion as per the above before entering into any contract.

- 4.2. Peet reserves the right to change the Participating Peet Estates during the Promotion and to withdraw any Eligible Lot from the Promotion provided that Eligible Lot has not become subject to a binding Eligible Contract during the Promotion Period. Eligible Lots which become subject to an Eligible Contract during the Promotion Period will be removed from the Promotion, but may be re-listed as Eligible Lots at Peet's absolute discretion if the sale does not proceed.

5. DEFINITIONS

- 5.1. In these terms and conditions, the following words have the corresponding meaning:
- (a) **'List Purchase Price'** means for a lot, the applicable list purchase price for the relevant Eligible Lots for each Participating Peet Estate as published by Peet at the relevant sales office of the relevant Participating Peet Estate from time to time;
 - (b) **'Referring Builder'** means a licensed builder who has been given Vouchers by Peet to give to proposed Buyers, from time to time; and
 - (c) **'Voucher'** means an original voucher published by Peet for the Promotion which:
 - (i) has not been used before;
 - (ii) includes the words 'Land A Grand'; and
 - (iii) has the Referring Builder's name included in the relevant section, and which may be obtained from a Referring Builder.

6. EXCLUSIONS FROM OTHER PROMOTIONS

- 6.1. In participating in this Promotion, Buyers acknowledge and agree that they are excluded from taking the benefit of or participating in any resident or purchaser referral promotion of Peet.

7. GENERAL

- 7.1. By delivering any contract to purchase an Eligible Lot to Peet (or the Agent) for the purposes of this Promotion, the Buyer is deemed to have accepted these terms and conditions.
- 7.2. Buyers acknowledge and agree that any failure to comply with the Eligibility Criteria or these terms and conditions will make the Buyer ineligible for this Promotion. In the event of any dispute as to eligibility for the Promotion, eligibility will be determined by Peet having regard to these terms and conditions and Peet's decision will be final and binding.
- 7.3. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, other than the Builder Referral Program, unless agreed by Peet in writing.

- 7.4. The Rebate and Voucher are not transferable nor redeemable for any other benefit (including cash).
- 7.5. Vouchers are not available electronically and are only available in physical form. Limited Vouchers are available and are under limited distribution.
- 7.6. The Promotion may be withdrawn at Peet's discretion and these terms and conditions may be amended by Peet at any time during the Promotion Period.
- 7.7. Failure by Peet to enforce any of its rights under these terms and conditions or an Eligible Contract does not constitute a waiver of those rights.
- 7.8. In the event of any dispute as to eligibility to participate in the Promotion, eligibility will be determined by Peet and Peet's decision will be final and binding.
- 7.9. Peet may in its absolute discretion waive strict compliance with the Eligibility Criteria on a case by case basis.
- 7.10. Peet will not be liable for any loss or damage suffered or incurred by any person 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), nor for any restriction of Peet's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.
- 7.11. Nothing in these terms and conditions or any Eligible Contract limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)* or other consumer protection laws in Queensland which cannot be contracted out of (**Non-Excludable Guarantees**).
- 7.12. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Peet (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 7.13. Peet gives no warranty and makes no 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 concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
- 7.14. This Promotion is governed by the laws in Queensland.

8. ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

- 8.1. Buyers and proposed Buyers who wish to participate in the Promotion acknowledge that they have read and understand and agree to the terms and conditions set out above and that if they execute an Eligible Contract, they will have done so in reliance on their own enquiries and

judgement and not in reliance on anything said or done or omitted to be said or done by Peet or the Agent or any officer, agent or employee of Peet or the Agent.

- 8.2. In consideration of Peet permitting a purchaser to participate in the Promotion, the Buyer and proposed Buyers releases and discharges Peet and the Agent and their officers, agents and employees in relation to all claims and liabilities whatsoever arising directly or indirectly out of or in connection with the Promotion, any Eligible Lot and any Eligible Contract and hereby indemnifies Peet and the Agent in relation to all claims and liabilities whatsoever arising directly or indirectly out of or in connection with the Promotion, any Eligible Lot and any Eligible Contract to the extent permitted by law.
- 8.3. The Promotion and any material associated with the Promotion do not form part of any Eligible Contract or other contract for the purchase of any product of Peet including any Eligible Lot. Potential Buyers should review any such Eligible Contract or other contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

9. PRIVACY

- 9.1. Peet's and the Agent's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au.
- 9.2. Peet and the Agent will collect personal information about you so that it can administer dealings with you, provide you with services, and deal with any requests you may have. If Peet and the Agent does not collect your personal information, they may be unable to deal with your request or provide you with services and benefits.
- 9.3. Buyers and proposed buyers acknowledge that Peet and the Agent may disclose your personal information to third parties, such as its related companies, representatives, contractors and agents in order to provide the benefit of this Promotion to you. Peet and the Agent are unlikely to disclose your personal information to persons outside of Australia.
- 9.4. Peet's and the Agent's Seller's Privacy Policy sets out its approach to the management of personal information and is available at <https://www.peet.com.au/privacy-policy>. Subject to the *Privacy Act 1998 (Cth)*, you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this, and also contains information about how you can make a complaint about a breach of privacy.
- 9.5. Peet and the Agent may use your personal information to let you know about products and services that it thinks may be of interest to you. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see Peet's and the Agent's Privacy Policy.