

SPRING MOUNTAIN RIDE ON MOWER PROMOTION TERMS AND CONDITIONS

MTAA Superannuation Fund (Flagstone Creek and Spring Mountain Park) Property Pty Ltd ACN 082 445 663 (**Seller**) is offering a promotion whereby buyers can receive one STIHL Shop Jimboomba gift voucher in the sum of \$4,000.00 (including GST) (**Voucher**) upon their contract for the purchase of an Eligible Lot in the Spring Mountain development settling (**Promotion**).

The Promotion applies to all Eligible Lots and is conducted by the Seller. The Promotion commences at 9:00 am on 5th December 2017 and concludes at 5:00 pm on 21 December 2017 (**Promotion Period**) unless Eligible Lots are sold out earlier. The Seller may extend the Promotion at its discretion and any reference to the Promotion Period will include this extended period (**Extended Promotion Period**). These terms and conditions and details of any Extended Promotion Period will be published on the Promotion website at <https://www.peet.com.au/communities/brisbane-and-qld/spring-mountain/updates/lots-with-all-the-trimmings> (**Promotion Website**). References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.

The Promotion is not valid in conjunction with any other offer or promotion by the Seller.

The benefits of the Promotion will only be available to buyers satisfy the eligibility criteria set out below. The Seller may in its sole discretion withhold any or all benefits offered under the Promotion if a buyer does not comply strictly with the eligibility criteria.

Eligible lots

The Promotion is applicable to all lots available for sale in the Spring Mountain Acreage Estate development owned by the Seller Peet Limited located at Greenbank and New Beith, Queensland (**Eligible Lots**).

Eligibility criteria

To be eligible to receive a Voucher under the Promotion, buyers must:

1. during the Promotion Period properly sign and deliver to the Seller (or its agent at the Spring Mountain sales office at 179-189 Spring Mountain Drive and Pademelon Court, Greenbank, Qld, 4124):
 - (a) a binding vacant land contract to purchase an available Eligible Lot from the Seller for the Land Price (**Contract**). The contract must be substantially in the Seller's standard form of contract applicable to the Eligible Lot and the terms of the contract must be acceptable to the Seller and comply with the Seller's requirements for contracts for the purchase of Eligible Lots, as determined in the Seller's absolute discretion;
 - (b) pay the initial deposit payable on the Contract; and
2. settle the Contract.

Land Price

The price of an Eligible Lot is the price published by the Seller at the Spring Mountain Acreage Estate sales office from time to time during the Promotion Period (**Land Price**). Land Prices may change without notice, and such changes will be published at the Spring Mountain Acreage Estate sales office. The price of any Eligible Lot is subject to adjustments under and the terms of the Contract.

Receipt of the Voucher

Subject to the buyer satisfying the eligibility criteria, the Seller will present the Voucher to the buyer at settlement of the Eligible Lot (and contingent on settlement of the Contract). The Voucher will be subject to its own terms and conditions of use and some exclusions will apply. The Voucher is not

redeemable for cash or as a discount to the Contract price. The Seller reserves the right to increase the Voucher amount. The Seller is not responsible for the replacement of a Voucher in the instance of loss by the Buyer or if the Voucher expires.

Rebate

Buyers acknowledge and agree that while the Voucher is not redeemable as a discount or deduction off the purchase price of an Eligible Lot at settlement (unless agreed to by the Seller at its absolute discretion), the Voucher is in the nature of a rebate and the terms of the Contract and the law regarding rebates apply. If the buyer is entitled to a Voucher, the value of the Voucher must be reflected as a rebate on the transfer documents for the Eligible Lot as required by law.

General

1. By delivering to the Seller (or its agent) a Contract signed by the buyer to purchase an Eligible Lot, that person is deemed to have accepted these terms and conditions.
2. The Promotion may be withdrawn at the Seller's discretion, and these terms and conditions may be amended by the Seller, at any time during the Promotion Period without notice.
3. Failure by the Seller to enforce any of its rights under these terms and conditions or a Contract does not constitute a waiver of those rights.
4. In the event of any dispute as to eligibility to participate in the Promotion, eligibility will be determined by the Seller and the Seller's decision will be final and binding.
5. To the extent of any inconsistency between these terms and conditions and the terms of the Contract, the Contract shall prevail.
6. The Seller may in its absolute discretion waive strict compliance with the eligibility criteria on a case by case basis.
7. The Seller gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, publication or statement or any other material associated with the Promotion, or any information or statements made or given by its officers, employees, agents or contractors, or any participating builders in connection with the Promotion.
8. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (Cth) or other consumer protection laws in Queensland which cannot be contracted out of (**Statutory Guarantees**).
9. Except for any liability that cannot by law be excluded, including the Statutory Guarantees, the Seller (including its officers, employees, agents or contractors) are not liable to you or any other person under these terms and conditions, the law of tort (including negligence), legislation, common law, in equity or otherwise for any expense or liability, costs (including legal costs), personal injury, or loss or damage of any kind, whether direct, indirect or consequential, howsoever arising in connection with the Promotion, including:
 - (a) any incorrect or incomplete information regarding any Eligible Lot published on the Promotion Website;
 - (b) any reliance upon the information in any advertisement or other material in connection with the Promotion or any Eligible Lot;

- (c) the Seller's inability to offer any Eligible Lot as a result of circumstances beyond the control of the Seller;
- (d) any restriction on the Seller's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.

10. This Promotion is governed by the laws in Queensland.

Acknowledgement, release and indemnity

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 a 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 the Seller or any officer, agent or employee of the Seller.

In consideration of the Seller permitting the buyer to participate in the Promotion, the buyer releases and discharges the Seller and its 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 Contract and hereby indemnifies the Seller 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 Contract to the extent permitted by law.

The Promotion and any material associated with the Promotion do not form part of any Contract for the purchase of any product of the Seller including any Eligible Lot. Potential buyers should review any such Contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

Privacy

The Seller is collecting personal information associated with the Promotion in order to conduct the Promotion, to assist in providing the products or services a person has requested (if any), and to improve its products and services. The Seller 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 a person know about products, services or promotional activities which may be of interest until that person informs the Seller otherwise.

The Seller may share personal information with persons or entities who assist it in providing its products or services or running competitions or trade promotions. The Seller may also disclose personal information to third parties as required or authorised by law. The Seller does not routinely disclose personal information overseas.

The Seller's privacy policy explains how a person can seek to access and/or correct the personal information that the Seller holds about them, as well as how a person can make a complaint about the way in which the Seller handles their personal information and how the Seller deals with complaints. The Seller's privacy policy can be accessed at <https://www.peet.com.au/privacy-policy>.

If a person does not want to be contacted by the Seller for future commercial communications, they should contact the Seller's representative Thomas Undery on 07 3137 2040 or by email to thomas.undery@peet.com.au and the Seller will ensure that their personal information is not used for that purpose.