

DISCLAIMER

The Aston \$5,000 Cashback Promotion applies only to certain lots for a limited time and is subject to terms and conditions and eligibility criteria, full details of which are available at www.peet.com.au or on request from Peet. The purchaser acknowledges and agrees that they will not have any entitlement to the Aston \$5,000 Landscaping offer.

All matters (including the promotion period, the price and availability of lots, the amount and availability of any vouchers, payments and incentives and any other matters relating to this 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 Aston \$5,000 Cashback Promotion ('Promotion')

Promotion Details

- 1. The purchaser acknowledges and agrees that by selecting the Promotion, they will not have any entitlement to the Aston \$5,000 Landscaping offer.*
- 2. 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 selling land within a participating Peet estate.*
- 3. The Promotion runs from 1 August 2018 to 31 March 2019 ('Promotion Period').*
- 4. The Promotion only applies to lots within Aston Craigieburn which are nominated by Peet from time to time as being eligible for the Promotion ('Eligible Lots').*
- 5. There are only a limited number of Eligible Lots within Aston Craigieburn and a prospective purchaser ('Purchaser') should make appropriate enquiries with Peet in respect of the Eligible Lot for which they are interested in prior to the Purchaser entering into a contract of sale to confirm the Purchaser's eligibility for the Promotion.*
- 6. Peet Complete lots are specifically excluded from the Promotion.*
- 7. The Promotion is only valid during the Promotion Period, and is correct as at the time of publication, but may change at Peet's absolute discretion at any time.*
- 8. 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, and will not 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

- 9. Each Purchaser who complies with the following conditions will receive Cashback (as defined in clause 10):*
 - a. the Purchaser must be the original purchaser named in the contract and must not be a nominee, company or registered builder.*
 - b. the Purchaser must have entered into a contract of sale for an Eligible Lot during the Promotion Period ('Purchase Contract');*
 - c. the Purchaser must have paid the Deposit specified in the Purchase Contract in accordance with the Purchase Contract;*

- d. the Purchaser must cause the Purchase Contract to become unconditional as to any matter within the Purchaser's control (including but not limited to the purchaser obtaining unconditional finance approval) in accordance with the Purchase Contract;
 - e. the Purchaser must not be in breach of any of its obligations in the Purchase Contract; and
 - f. the Purchaser must have completed settlement of purchase of the Eligible Lot in accordance with the Purchase Contract.
- 10. Each Purchaser who complies with clause 9 will receive \$5,000 cash back in accordance with these terms and conditions:
 - a. an eligible Purchaser will receive \$5,000 for completing settlement of a Purchase Contract for an Eligible Lot on the settlement date specified in the Purchase Contract.

(Cashback)

 - b. Only 1 Cashback will be given by Peet in respect of any Eligible Lot regardless of the number of Purchasers of any Eligible Lot.
 - c. Peet will pay the Cashback by mailing a cheque for the total amount that the Purchaser is entitled to in accordance with the Promotion by registered post to the Purchaser within 30 days of settlement.
 - d. the Purchaser cannot claim the Cashback as a discount on the purchase price specified in the Purchase Contract or as a rebate at settlement of the Purchase Price or in any other manner.
- 11. Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Cashback are the sole responsibility of the recipient thereof.
- 12. The Cashback is subject to these terms and conditions and is not transferable.
- 13. In the event of any dispute as to eligibility for the Promotion or the Cashback, including a decision by Peet to offer a Cashback to a 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.
- 14. Purchasers acknowledge that if they receive a Cashback they are bound by all terms and conditions relating to the Cashback and agree not to make any claim or objection against Peet.

General Terms of the Promotion

- 15. The purchaser acknowledges and agrees that they will not have any entitlement to the Aston \$5,000 Landscaping offer.
- 16. The Promotion is not available in conjunction with any other promotion or offer by Peet except the \$5,000 Land Five Grand promotion and is subject to all terms and conditions contained in the Purchase Contract.
- 17. 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.
- 18. 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.
- 19. These terms and conditions supersede any prior terms and conditions for the Promotion.

Privacy

- 20. 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.

21. *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.*
22. *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/Home/About%20Peet/Privacy.aspx>. Participants should direct any request to access, update or correct personal information to Peet.*

ADDITIONAL SPECIAL CONDITION

- 1.1 If the Purchaser completes settlement of this Contract on the date specified in the Particulars of Sale and the Purchaser is not otherwise in breach of this Contract), the Vendor will, within 30 days of settlement, pay the Purchaser \$5,000 in consideration of the Purchaser completing settlement by the scheduled settlement date.
- 1.2 The Purchaser acknowledges and agrees that payment in accordance with this Additional Special Condition:
 - (a) is subject to the terms and conditions of the Aston \$5,000 Cash Back Promotion, a copy of which is either attached to this Contract or available at www.astoncraigieburn.com.au;
 - (b) will be made by the Vendor by sending the Purchaser a cheque by registered post within 30 days of settlement; and
 - (c) cannot be claimed by the Purchaser as a discount on the Price or as a rebate at settlement or in any other manner.

DISCLAIMER

*To be eligible for the \$5,000 rebate, you must provide the sales representative at the Aston Sales and Information Centre this voucher and enter into a contract of sale during the promotion period which runs from 11am 1 November 2018 until 5pm 31 March 2019, or until sold out, whichever is the first to occur. Settlement of the contract must be completed on or before the settlement date specified in the contract. You must not be in breach of the contract at the time of settlement or at any time prior to payment by Peet of the rebate and the rebate will only be awarded to the original purchaser named in the contract. You must not be a nominee, company or registered builder and the voucher cannot be redeemed for Peet Complete house and land packages. This voucher is not transferable for cash and in the event of any dispute as to eligibility for the voucher, eligibility will be determined by Peet and Peet's decision will be final and binding. Only one voucher will be applied by Peet in respect of any lot, regardless of the number of vouchers presented or the number of purchasers of any lot. Peet may cancel or make changes to the voucher or the promotion at any time without notice, including shortening or extending the Promotion Period or changing the eligibility criteria. Any recipient of this \$5,000 rebate is ineligible for any future resident referral or similar type of promotion unless Peet determines otherwise at its 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 Aston Land Two Grand Promotion ('Promotion')

Promotion Details

23. *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 selling land within a participating Peet estate.*
24. *The Promotion runs from 1 November 2018 to 31 March 2019 ('Promotion Period').*
25. *The Promotion only applies to lots within Aston Craigieburn which are nominated by Peet from time to time as being eligible for the Promotion ('Eligible Lots').*
26. *There are only a limited number of Eligible Lots within Aston Craigieburn and a prospective purchaser ('Purchaser') should make appropriate enquiries with Peet in respect of the Eligible Lot for which they are interested in prior to the Purchaser entering into a contract of sale to confirm the Purchaser's eligibility for the Promotion.*
27. *Peet Complete lots are specifically excluded from the Promotion.*
28. *The Promotion is only valid during the Promotion Period, and is correct as at the time of publication, but may change at Peet's absolute discretion at any time.*
29. *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, and will not 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

30. *Each Purchaser who complies with the following conditions will receive the Rebate (as defined in clause 10):*

- a. the Purchaser must have entered into a contract of sale for an Eligible Lot during the Promotion Period (**'Purchase Contract'**);
 - b. the Purchaser must have paid the Deposit specified in the Purchase Contract in accordance with the Purchase Contract;
 - c. the Purchaser must cause the Purchase Contract to become unconditional as to any matter within the Purchaser's control (including but not limited to the purchaser obtaining unconditional finance approval) in accordance with the Purchase Contract;
 - d. the Purchaser must not be in breach of any of its obligations in the Purchase Contract; and
 - e. the Purchaser must have completed settlement of purchase of the Eligible Lot in accordance with the Purchase Contract.
31. Each Purchaser who complies with clause 9 will receive \$5,000 in accordance with these terms and conditions:
- a. an eligible Purchaser will receive \$5,000 for completing settlement of a Purchase Contract for an Eligible Lot on the settlement date specified in the Purchase Contract.
- (Rebate)**
- b. Only 1 Rebate will be given by Peet in respect of any Eligible Lot regardless of the number of Purchasers of any Eligible Lot.
 - c. Peet will pay the Rebate by mailing a cheque for \$5,000 by registered post to the Purchaser within 30 days of settlement.
 - d. the Purchaser cannot claim the Rebate as a discount on the purchase price specified in the Purchase Contract or as a rebate at settlement of the Purchase Price or in any other manner.
32. Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Rebate are the sole responsibility of the recipient thereof.
33. The Rebate is subject to these terms and conditions and is not transferable.
34. In the event of any dispute as to eligibility for the Promotion or the Rebate, including a decision by Peet to offer a Rebate to a 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.
35. Purchasers acknowledge that if they receive a Rebate they are bound by all terms and conditions relating to the Rebate and agree not to make any claim or objection against Peet.

General Terms of the Promotion

- 36. The Promotion is not available in conjunction with any other promotion or offer by Peet except the Aston \$5,000 Landscaping or Cashback Promotion and is subject to all terms and conditions contained in the Purchase Contract.
- 37. 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.
- 38. 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.
- 39. These terms and conditions supersede any prior terms and conditions for the Promotion.

Privacy

40. *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.*
41. *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.*
42. *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/Home/About%20Peet/Privacy.aspx>. Participants should direct any request to access, update or correct personal information to Peet.*

ADDITIONAL SPECIAL CONDITION

- 1.1 If the Purchaser completes settlement of this Contract on the date specified in the Particulars of Sale and the Purchaser is not otherwise in breach of this Contract), the Vendor will, within 30 days of settlement, pay the Purchaser \$5,000 in consideration of the Purchaser completing settlement by the scheduled settlement date.
- 1.2 The Purchaser acknowledges and agrees that payment in accordance with this Additional Special Condition:
- (a) is subject to the terms and conditions of the Aston Land Five Grand Promotion, a copy of which is either attached to this Contract or available at www.astoncraigieburn.com.au
 - (b) will be made by the Vendor by sending the Purchaser a cheque by registered post within 30 days of settlement; and
 - (c) cannot be claimed by the Purchaser as a discount on the Price or as a rebate at settlement or in any other manner.

DISCLAIMER

The market value of landscaping is based on the retail value of the landscaping offered. The package excludes driveways, boundary fencing and any paving. These items, as well as completion of construction, removal of all rubbish, rubble and vegetation, provision of a level grade, a clear path free of obstructions and a conduit under the driveway for any future irrigation are to be completed by the owner prior to landscaping works. The package excludes footpaths, turf to nature strip, letterbox, outdoor lighting or any maintenance of the landscaping after completion other than the free maintenance offered as part of the front lot landscaping bonus. Artist illustrations may show mature gardens. These have been provided to assist purchasers to choose a garden type. The images may not accurately depict the gardens on initial installation. Subject to terms and conditions as set out in the contract of sale. See Astoncraigieburn.com.au/landscaping for more information.

39. LOT LANDSCAPING

39.1 The Vendor agrees that it will provide landscaping from a range of garden types available from time to time, to the front of the Property, which will include site preparation, in gravel base, advanced tree, tube stock trees, shrubs and groundcovers, turf, a consultation with a landscape designer, labour and machinery hire to the maximum retail market value of \$5,000 in accordance with this Special Condition 39 (**'Landscape Works'**).

39.2 The parties agree that before the Vendor is required to commence any Landscape Works, the Purchaser must:

- (a) complete the construction of its dwelling on the Property in full compliance with all applicable Restrictions and this Contract;
- (b) lodge an application to the Vendor confirming compliance with Special Condition 39.2(a) with a copy of the occupancy permit within 12 months of the Settlement Date;
- (c) remove all rubbish, rubble and vegetation within the area to be landscaped;
- (d) provide a level grade with a maximum differential of 300 millimetres;
- (e) complete construction of side boundary fencing and a driveway to the Property;
- (f) provide a clear path free of obstructions to access the area to be landscaped;
And
- (g) provide a conduit underneath the driveway for irrigation as required for any future irrigation systems.

39.3 The application form to be lodged by the Purchaser is available at www.astoncraigieburn.com.au. The Purchaser must select their preferred garden type from the website and select it on the application form. If the preferred garden type is no longer available then the Vendor will provide a new list of garden types and the Purchaser must then choose a replacement garden type within seven days of receiving

the new list, failing which the Vendor will select a garden type which will be final.

- 39.4 The Purchaser acknowledges and agrees that if it claims the Landscape Works, then the Purchaser has no eligibility in respect of the Aston \$5,000 Cashback Promotion and the Purchaser must not make any claim, objection in respect of that competition.
- 39.5 If the Purchaser fails to satisfy any of its obligations under this Special Condition 39, then the Purchaser is not entitled to, and the Vendor is no longer required to provide the Landscape Works.
- 39.6 The Vendor will determine the plans and specifications for, and complete the Landscape Works in the following manner:
- (a) after the Vendor has approved the Purchaser's proposed plans and specifications in accordance with this Contract, the Vendor will engage a landscape designer to design the Landscape Works and provide a proposed plan to the Purchaser;
 - (b) the Vendor must act reasonably in considering the Purchaser's requests in relation to the Landscape Works, but the Purchaser acknowledges and agrees that the Vendor retains absolute discretion if any requests by the Purchaser cannot be incorporated, including but not limited to the appointment of contractors to perform, the selection of materials for use in, and location of, Landscape Works;
 - (c) the Vendor must commence the actual Landscape Works within 6 months of the Purchaser complying with Special Condition 39.2(b);
 - (d) the Purchaser consents to the Vendor engaging contractor/s on the Purchaser's behalf; and
 - (e) the Purchaser grants to the Vendor and its contractors, employees, agents and consultants a licence to enter upon and occupy such parts of the Property as are necessary.
- 39.7 The Purchaser acknowledges that the Landscape Works will not include driveway construction, fencing, letterbox, concrete paving, outdoor lighting or any form of maintenance after completion.
- 39.8 After completion of the Landscape Works, the Purchaser:
- (a) is wholly responsible for any irrigation, watering and maintenance requirements; and
 - (b) must not make any claim for compensation or any other claim in respect of the Landscape Works.
- 39.9 The Purchaser acknowledges and agrees that the value of the Landscape Works is based on retail market value and that the Vendor may not and is not required to spend the retail market value in providing the Landscape Works.