

## TERMS AND CONDITIONS

### **The Horizon at Aston \$10,000 Cashback 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 selling land within a participating Peet estate.*
2. *The Promotion runs from 17 August 2019 until the first 10 lots are sold within Horizon at Aston (Stage 31 at Aston) ('Promotion Period').*
3. *The Promotion only applies to the first 10 lots sold within Horizon at Aston (Stage 31 at Aston Craigieburn) ('Eligible Lots').*
4. *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.*
5. *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.*
6. *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**

7. *Each Purchaser who complies with the following conditions will receive the 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 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 on or before the date specified in the Purchase Contract.*
8. *Each Purchaser who complies with clause 7 will receive \$10,000 cash back (Cashback) in accordance with these terms and conditions :*
  - a. *Only 1 Cashback will be given by Peet in respect of any Eligible Lot regardless of the number of Purchasers of any Eligible Lot.*
  - b. *Peet will pay the Cashback by mailing a Visa Gift Card 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, or as an adjustment in favour of the Purchaser at settlement (as selected by the Purchaser at least 7 days prior to settlement).*

9. *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.*
10. *The Cashback is subject to these terms and conditions and is not transferable.*
11. *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.*
12. *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**

13. *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.*
14. *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.*
15. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

### **Privacy**

16. *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.*
17. *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.*
18. *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 pay the Purchaser \$10,000 within 30 days of settlement or as an adjustment in favour of the Purchaser at settlement (*as selected by the Purchaser at least 7 days prior to settlement*).

- 1.2 The Purchaser acknowledges and agrees that payment in accordance with this Additional Special Condition is subject to the terms and conditions of the Aston \$10,000 Cash Back Promotion.