

SUMMERHILL'S \$30,000 LIFESTYLE BONUS PROMOTION (Promotion)

TERMS AND CONDITIONS

The Promotion is for a limited time only (see Promotion Period at clause 1.3 below) and is subject to the terms and conditions outlined below. 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 Summerhill Estate located in Botanic Ridge, VIC 3977 (**Summerhill**).
- 1.2. In these terms and conditions:
 - (a) **'Peet'** means Peet Cranbourne (51A Craig Rd) Pty Limited ACN 118 278 229, which is the promoter and the relevant entity that owns and is selling land within Summerhill; and
 - (b) **'Agent'** means Peet Estates (VIC) Pty Ltd ACN 125 813 274 with licence number 073276L.
- 1.3. The Promotion commences on Saturday 30 November 2019 at 11.00am (AEST) and concludes on Tuesday 30 June 2020 at 5:00pm (AEST) (**Promotion Period**). Peet may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.4. Details of any Extended Promotion Period will be posted on the Summerhill webpage at www.summerhillbotanic.com.au (**Promotion Website**).
- 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 an individual and not a body corporate (**Buyer**);
 - (b) during the Promotion Period sign a valid and binding:
 - (i) vacant land contract; which:
 - (A) is for an Eligible Lot;
 - (B) is substantially in Peet's standard form of contract for an Eligible Lot at Summerhill; and
 - (C) contains written notice of the Buyer's election of the Benefit required by the Buyer in accordance with the Promotion (**Selected Benefit**),

(Eligible Contract). The Eligible Contract must be signed by the Buyer, the terms of the contract must be acceptable to Peet and comply with Peet's requirements for contracts for the purchase of Eligible Lots as determined in its absolute discretion;

- (c) by the end of the Promotion Period, deliver to Peet (or the Agent) an original Eligible Contract, in full, to an authorised Peet representative at the Summerhill sales office;
 - (d) effect settlement under the Eligible Contract on, or by 30 June 2020;
 - (e) not transfer or assign any interest in the Eligible Contract to a third party on or before settlement of the Eligible Contract; and
 - (f) be 18 years of age or older at the date of commencement of the Promotion,
- and otherwise comply with these terms and conditions **(Eligibility Criteria)**.

2.2. If the Eligible Contract meets the Eligibility Criteria, then Peet will sign the Eligible Contract.

3. SUMMERHILL'S \$30,000 LIFESTYLE BONUS BENEFIT

3.1. Each Buyer who complies with the Eligibility Criteria will be eligible to receive one of the following upon or following settlement of the Eligible Contract, to be selected in writing by the Buyer upon signing the Eligible Contract by the Buyer:

- (a) 1 x prepaid Visa debit card (or at Peet's absolute discretion, a monetary payment) to the value of \$30,000.00 (**Visa Debit Card**); or
- (b) 1 x \$30,000.00 rebate off the purchase price of the Eligible Lot as a deduction at settlement of the Eligible Contract (**Rebate**),

(each separately a **Benefit**). Once the Buyer has nominated its Selected Benefit, it cannot change its nominated Selected Benefit without Peet's consent, which may be given or withheld at Peet's absolute discretion.

3.2. In respect of the Benefits:

- (a) the Benefits are subject to these terms and conditions and the terms contained in the Eligible Contract and are 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) unless selected as a Rebate by the Buyer under this Promotion;
- (b) any duties, taxes, levies or charges which may be payable as a consequence of receiving a Benefit are the sole responsibility of the recipient of the relevant Benefit;
- (c) the Visa Debit Cards may expire or become void and may not be redeemed if they expire or are lost, defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way;
- (d) neither Peet nor its related entities will be liable to reissue or reimburse any of the Benefits for any remaining dollar value on any Visa Debit Card which are so expired, lost, defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way; and

- (e) redemption of the Visa Debit Card is subject to the provider's terms and conditions.
Contact the relevant provider for those terms and conditions.

- 3.3. Buyers acknowledge that Peet is not a provider of legal, financial or insurance advice. Any information or recommendation provided is general in nature only and each Buyer should undertake their own due diligence and enquiries to ascertain if the information is right for them. Peet is not liable for any loss or damage suffered or incurred by any party who relies upon any general information or recommendation in respect of the Promotion.
- 3.4. The Benefits must be reflected as a rebate on the transfer documents for the Eligible Lot as required by law and must be disclosed by each Buyer to any financier of the Buyer before settlement of the Eligible Contract.
- 3.5. Where there is more than one Buyer noted on an Eligible Contract (for example, where Buyers are purchasing jointly or as tenants in common), a Benefit will only be provided once to the Buyers, jointly. A Benefit is provided only once per Eligible Lot provided that the Eligibility Criteria is complied with.
- 3.6. 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 at Peet's sole discretion having regard to these terms and conditions, and Peet's decision will be final and binding.

4. ELIGIBLE LOTS

- 4.1. This Promotion only applies to lots within Summerhill that are nominated by Peet from time to time as being eligible for the Promotion (**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 Summerhill Website. It is the Buyers responsibility to make appropriate enquiries 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 withdraw any Eligible Lot from the Promotion provided that the 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. DELIVERY OF THE VISA DEBIT CARD

- 5.1. If the Buyer selects the Visa Debit Card as the Benefit under this Promotion, then subject to the Buyer satisfying all Eligibility Criteria, Peet may at its election (in its absolute discretion) deliver the Visa Debit Card to the Buyer within 60 days after settlement of the Eligible Contract.
- 5.2. Buyers who are entitled to a Visa Debit Card may be contacted by Peet or an agent of Peet and asked to collect the Visa Debit Card from the Summerhill sales office.
- 5.3. If after reasonable attempts Peet cannot contact a Buyer within 3 months from settlement of

the Eligible Lot, the Buyer's entitlement to the Visa Debit Card will be forfeited and the Buyer will have no claim or recourse against the Seller.

- 5.4. Buyers may receive one or more Visa debit cards making up the total \$30,000.00 value of the Visa Debit Card.

6. GENERAL

- 6.1. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless agreed by Peet in writing.
- 6.2. 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.
- 6.3. The Promotion may be withdrawn at Peet's discretion at any time and these terms and conditions may be amended by Peet at any time during the Promotion Period.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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 Victoria which cannot be contracted out of (Non-Excludable Guarantees).
- 6.7. 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, any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 6.8. 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 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.
- 6.9. 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 product and services. Peet may use the information for promotional, marketing, publicity, research and profiling purposes, and may contact an individual at any time unless the individual informs Peet otherwise.

- 6.10. 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. Peet's privacy policy is available at www.peet.com.au/privacy-policy.
- 6.11. This Promotion is governed by the laws in Victoria.