Burns Beach Exclusive Offer Promotion

TERMS AND CONDITIONS

The "Burns Beach Exclusive Offers" (Promotion) only applies for a limited time and is subject to the terms and conditions outlined below, which are available on the Promotion website at *www.peet.com.au/communities/perth-and-wa/burns-beach/for-sale/latest-land-offer*. The Promotion only applies to the selected blocks at Burns Beach. The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of any Peet product. Potential purchasers should review any such contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

1. PROMOTION DETAILS

1.1. In these terms and conditions, and in any marketing material and advertisements relating to the Promotion, the Promoter means Peet Limited ACN 008 665 834 and its related bodies corporate, including but not limited to, where applicable, the joint venture partners of any of the above entities.

1.2. The Promotion described in these terms and conditions commences on Friday 17th 2020 at 9am (WST) and concludes on Wednesday 30th September 2020 at 5pm (WST) (Promotion Period), or until the promoted blocks are sold. The Promoter may withdraw or extend the Promotion Period at its sole discretion (Extended Promotion Period). Details of any Extended Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.

1.3. The Promotion is only valid during the Promotion Period. The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at the Promoter's absolute discretion at any time. The Promoter will post any changes to the Promotion details (including these terms and conditions) on the Promotion Website.

1.4. The Promotion is generally described as follows, with further details set out in these terms and conditions:

Live the ultimate coastal lifestyle…

*Buy now to receive $30,000 off selected blocks**

There's never been a better time to join the Burns Beach community, with $30,000 off the price of selected coastal blocks!*

What's more, these blocks are titled so are therefore ready and waiting for you to build your dream home on!

These lots are sure to be snapped up fast, as it is a first come, first serve basis.

Don't miss this exclusive opportunity to be part of the Burns Beach community today.

Contact Gail Fischer today for more information on 0487 870 222, email her at gail.fischer@peet.com.au or visit her at the Sales and Information Centre Saturday - Wednesday 1pm - 5pm.

1.5. Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. PURCHASE PRICE REBATE

1. Subject to these terms and conditions, a person who, during the Promotion Period, enters into a binding contract to purchase an **Eligible Lot** (see clause 3.1) for the price specified on the Promotion Website (**List Price**) (**Eligible Purchaser**) will, subject to these terms and conditions, be entitled to receive a rebate on the purchase price for that Eligible Lot that is specified on the Promotion Website at the time of settlement of the sale of that Eligible Lot (**Settlement**).

2. To be eligible to receive the Purchase Price Rebate, an Eligible Entrant must have delivered to Peet during the Promotion Period a contract to purchase an Eligible Lot which is signed by that Eligible Entrant and which complies with Peet's requirements for contracts for the purchase of Eligible Lots including the requirement that the purchase price not be less than the List Price for that Eligible Lot, (**Buyer Signed Contract**). Upon doing so, such an Eligible Entrant will become a **Provisional Rebate Recipient** for the purpose of these terms and conditions.

3. To be eligible to receive the Purchase Price Rebate, a Provisional Rebate Recipient's Buyer Signed Contract must be executed by Peet and be valid and binding. In addition, the Provisional Rebate Recipient must:

(a) satisfy any condition concerning the obtaining of finance approval within 30 days of the date on which the Buyer Signed Contract is executed by Peet;

(b) satisfy any other conditions under the Buyer Signed Contract as executed by Peet (Executed Contract) prior to the date for Settlement as set out in the Executed Contract (Settlement Date);

(c) effect Settlement under the Executed Contract on the Settlement Date; and

(d) not transfer the Eligible Lot which is the subject of the Executed Contract to a third party prior to Settlement,

(**Entitlement Conditions**).

4. A Provisional Rebate Recipient will not be entitled to receive the Purchase Price Rebate if all of the Entitlement Conditions are not satisfied. For example: a Provisional Rebate Recipient will not be entitled to receive the Purchase Price Rebate where Settlement does not occur or where Settlement is extended beyond the Settlement Date, whether at the request of or due to the default of that Provisional Rebate Recipient. Upon satisfaction of the Entitlement Conditions, a Provisional Rebate Recipient becomes a **Rebate Recipient** for the purpose of terms and conditions.

5. For each Rebate Recipient, the purchase price specified in the Rebate Recipient's Executed Contract (**Full Purchase Price**) will, upon Settlement, be reduced by the amount of the ´Purchase Price Rebate. The Purchase Price Rebate will only be given as a reduction in the Full Purchase Price and will not be given in any other form (for example: cash). 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.

6. Entrants must be 18 years of age or older to be eligible to participate in the Promotion.

4. GENERAL

4.1. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless otherwise agreed by Peet.

4.2. By delivering to Peet a Buyer Signed Contract for an Eligible Lot, that person is deemed to have accepted these terms and conditions.

4.3. The Promotion may be withdrawn at the Promoter's discretion, and these terms and conditions may be amended by the Promoter, at any time during the Promotion Period.

4.4. Failure by the Promoter to enforce any of its rights under these terms and conditions or an Executed Contract does not constitute a waiver of those rights.

4.5. 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.

4.6. Nothing in these terms and conditions or any Executed 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 Western Australia which cannot be contracted out of (Non-Excludable Guarantees).

4.7. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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.

4.8. 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.

5. PRIVACY

5.1. The Promoter 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 Promoter 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 Promoter otherwise.

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

5.3. The Promoter's privacy policy explains how a person can seek to access and/or correct the personal information that the Promoter holds about them, as well as how a person can make a complaint about the way in which the Promoter handles their personal information and how the

Promoter deals with complaints. The Promoter's privacy policy can be accessed at www.peet.com.au/privacy-policy.

5.4. If a person does not want to be contacted by the Promoter for future commercial communications, they should contact the Promoter on 08 9420 1111 or by email to perth@peet.com.au and the Promoter will ensure that their personal information is not used for that purpose.