

'Burns Beach House and Land Incentives' Promotion

TERMS AND CONDITIONS

The 'Burns Beach House and Land Incentives' promotion (**Promotion**) only applies for a limited time and is subject to the terms and conditions outlined below, which are available on the website at www.peet.com.au/communities/perth-and-wa/burns-beach/for-sale/builder-incentives-campaign (**Promotion Website**).

The Promotion only applies to selected lots 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

- (a) In these terms and conditions, and in any marketing material and advertisements relating to the Promotion:
- (i) **Peet** means Peet Funds Management Limited ACN 145 992 169 as responsible entity of the Burns Beach Property Trust ARSN 094 229 464;
 - (ii) **Dale Alcock** means Dale Alcock Homes Pty. Ltd. ACN 009 217 887 trading as Dale Alcock Homes;
 - (iii) **WBN** means ABN Residential WA Pty Ltd ACN 008 871 761 trading as Webb & Brown-Neaves;
 - (iv) **Zircon Living** means Carrisa Pty Ltd ACN 008 944 063 trading as Zircon Living;
 - (v) **Home Group** means Home Group WA Pty Ltd ACN 603 963 864 trading as Home Group;
 - (vi) **Novus** means Antonelli Investments Pty Ltd ACN 059 245 617 trading as Novus Homes;
 - (vii) **Shelford** means Shelford Constructions Pty Ltd ACN 051 265 546 trading as Shelford Quality Homes; and
 - (viii) **Builder** means a builder named in clause 1(a)(ii) to (vii) above.
- (b) The Promotion described in these terms and conditions commences on 5 May 2023 at 9:00am (WST) and concludes on 30 June 2023 at 5:00pm (WST) (**Promotion Period**).
- (c) Peet 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.
- (d) 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 Peet's absolute discretion at any time. Peet will post any changes to the Promotion details (including these terms and conditions) on the Promotion Website.
- (e) The Promotion only applies to those lots specified on the Promotion Website (**Eligible Lots**). The Promotion Website specifies:
- (i) each Eligible Lot;
 - (ii) the Builder allocated to each Eligible Lot; and
 - (iii) the list purchase price for each Eligible Lot (**List Price**).
- (f) The Promotion is generally described as follows, with further details set out in these terms and conditions:
- As a special offer for certain specified lots in Peet's Burns Beach Estate:*
- *Peet will give an individual rebate of \$20,000 to the purchaser of an Eligible Lot, at the time of settlement of that Eligible Lot; and*
 - *the Builder allocated to that Eligible Lot will give a house incentive with a value of up to \$25,000 at the time of entry into a building contract for the construction of a house on that Eligible Lot.*
- (g) Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. ELIGIBLE PURCHASER

- (a) Subject to these terms and conditions, a person who:
- (i) during the Promotion Period, enters into a binding land sale contract with Peet to purchase an Eligible Lot for a price which is not less than the List Price in accordance with clause 3; and
 - (ii) enters into a binding contract with the Builder specified on the Promotion Website for that specific Eligible Lot for the construction of a house on that Eligible Lot (**Building Contract**) in accordance with clause 4,
- will be an **Eligible Purchaser** and will, subject to these terms and conditions, be entitled to receive:
- (iii) a rebate on the purchase price for that Eligible Lot of \$20,000 (including GST) (**Purchase Price Rebate**), as a downward adjustment of the purchase price at the time of settlement of the sale of that Eligible Lot (**Settlement**); and
 - (iv) a house incentive with a value of up to \$25,000 (including GST) at the time the Building Contract is entered into, as specified in clause 4(c) (**House Incentive**).
- (b) 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.
- (c) Entrants must be 18 years of age or older to be eligible to participate in the Promotion.

3. PURCHASE PRICE REBATE

- (a) To be eligible to receive the Purchase Price Rebate, an Eligible Purchaser must have delivered to Peet during the Promotion Period a contract to purchase an Eligible Lot which is signed by that Eligible Purchaser 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 Purchaser will become a **Provisional Rebate Recipient** for the purpose of these terms and conditions.
- (b) 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:
- (i) satisfy any condition concerning the obtaining of finance approval within the time period specified for doing so in the Buyer Signed Contract as executed by Peet (**Executed Contract**);
 - (ii) satisfy any other conditions under the Executed Contract prior to the date for Settlement as set out in the Executed Contract (**Settlement Date**);
 - (iii) effect Settlement under the Executed Contract on the Settlement Date; and
 - (iv) not transfer the Eligible Lot which is the subject of the Executed Contract to a third party prior to Settlement; and
- (c) 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 these terms and conditions.
- (d) 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).

4. HOUSE INCENTIVE

- (a) On the Settlement Date, an Eligible Purchaser will receive from Peet a voucher on behalf of the allocated Builder for the House Incentive (**Incentive Voucher**).
- (b) To be eligible to receive the House Incentive, an Eligible Purchaser must have:

- (i) delivered to the Builder allocated to the applicable Eligible Lot the Incentive Voucher at the time of signing into the Building Contract; and
- (ii) entered into the Building Contract with the Builder.
- (c) Subject to these terms and conditions, the House Incentive will only be given as specified below and will not be given in any other form (for example, cash), unless otherwise agreed in writing by the applicable Builder:

Builder	Lot	House Incentive
Dale Alcock	1570 & 1629	<ul style="list-style-type: none"> Solar PV Upgrade; Provisions for future electric vehicle; and Upgrade to 3 Phase Power, all valued at \$20,000 (including GST).
WBN	1570 & 1629	A \$25,000 'Home Collective' voucher, which can be used for specification upgrades.
Zircon Living	1564	Upgraded Elevation included Cedar Lined Flush mounted Garage Door, Aluminium Louvres and wide entry door valued at \$31,290.00.
Home Group	1715	Specification upgrades valued at more than \$20,000 (including GST).
Novus	1625	Air conditioning valued at up to \$20,000 (including GST).
Shelford	1714	Pre-start allowance valued at \$20,000 (including GST), which can be used for specification upgrades.

- (d) The House Incentive may vary in nature and specification depending on the design and style of the house to be constructed under the Building Contract. Peet gives no warranty and makes no representation as to the specific nature of the House Incentive that will be provided by the respective Builders.

5. GENERAL

- (a) The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless otherwise agreed by Peet.
- (b) By delivering to Peet a Buyer Signed Contract for an Eligible Lot, that person is deemed to have accepted these terms and conditions.
- (c) The Promotion may be withdrawn at Peet's discretion, and these terms and conditions may be amended by Peet, at any time during the Promotion Period.
- (d) Failure by Peet to enforce any of its rights under these terms and conditions or an Executed Contract does not constitute a waiver of those rights.
- (e) 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.
- (f) 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**).
- (g) 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, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.

- (h) Peet gives no warranty and makes no representation as to whether the House Incentive is ultimately provided by the applicable Builder or 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. PRIVACY

- (a) Peet 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. 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 a person know about products, services or promotional activities which may be of interest until that person informs Peet otherwise.
- (b) Peet may share personal information with 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 or authorised by law. Peet does not routinely disclose personal information overseas.
- (c) 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 explains how a person can seek to access and/or correct the personal information that Peet holds about them, as well as how a person can make a complaint about the way in which Peet handles their personal information and how Peet deals with complaints. To view Peet's privacy policy please visit <http://www.peet.com.au/privacy-policy>. Participants should direct any request to access, update or correct personal information to Peet.
- (d) If a person does not want to be contacted by Peet for future commercial communications, they should contact Peet on 08 9420 1111 or by email to perth@peet.com.au and Peet will ensure that their personal information is not used for that purpose.