

## Peet Ellery Wollert \$10,000 Rebate Offer Terms and Conditions

### SCHEDULE

#### 1. Rebate Offer

Peet Ellery Wollert \$10,000 Rebate Offer (**Rebate Offer**)

#### 2. Promoter

Peet No. 123 Pty Ltd  
ABN 58 125 813 265  
Level 4, 380 St Kilda Road, Melbourne 3004 VIC  
03 9868 5900

#### 3. Eligibility Requirements

To be eligible to receive the Rebate Offer a purchaser must satisfy the following eligibility requirements and comply with clause 5 (**Eligible Purchaser**):

##### (a) General

Participation in the Rebate Offer is available to:

- (i) single person purchasers; and
- (ii) multiple person purchasers; and
- (iii) entity purchasers.

##### (b) Age restriction

For single person purchasers, participation in the Rebate Offer is only available to persons over 18 years of age.

#### 4. Rebate Offer Period

- (a) Stage 9 lots (**Eligible Stage**). From 9am AEST on 30 April 2024 (**Commencement Date**) to 5pm AEST on 31 January 2025 (**Offer Period**).
- (b) Stage 10 lots (**Eligible Stage**). From 9am AEST on 30 April 2024 (**Commencement Date**) to 5pm AEST on 31 January 2025 (**Offer Period**).

#### 5. How to participate

To participate in the Rebate Offer, each Eligible Purchaser must:

- (a) during the Offer Period:
  - (i) enter into a Contract of Sale for a residential lot within the Qualifying Land; and

- (ii) pay the full deposit required under such Contract of Sale; and comply with the terms of such Contract of Sale at all times and without default;
- (b) complete such Contract of Sale in accordance with its terms; and
- (c) not extend or delay settlement of such Contract of Sale; and
- (d) with a Settlement Date before 28 February 2025 for Stage 9 lots; or
- (e) with a Settlement Date before 28 February 2025 for Stage 10 lots

## 6. Qualifying Land

- (a) Selected registered residential lots:
  - (i) available for purchase during the Offer Period at Peet's Ellery Wollert community; and
  - (ii) Speak to the Ellery Wollert sales team for specific lot details.
- (b) Qualifying Land is only available until sold.

## 7. Incentive(s)

- (a) A rebate of \$10,000 (including GST) (**Rebate**).
- (b) The Rebate will be applied to the purchase price payable by the Eligible Purchaser to the Promotor under the relevant Contract of Sale and set-off the purchase price as an adjustment in favour of the Eligible Purchaser at settlement of the relevant contract of sale.
- (c) The Rebate is not a price reduction.
- (d) Each Eligible Purchaser is responsible for informing their lender (if any) about the Rebate.

## 8. Limitations on Rebate

- (a) There is only one Rebate available for each Contract of Sale. Where an Eligible Purchaser is a multiple person purchaser, (that is, where more than one person is noted as the purchaser on the relevant Contract of Sale), the Rebate will apply jointly to all such persons.
- (b) Each individual Eligible Purchaser is permitted to receive multiple Rebate during the Offer Period.
- (c) Purchasers who:
  - a. as at the Commencement Date, already have an accepted or exchanged Contract of Sale for a residential lot within Peet's Ellery Wollert community; or
  - b. during the Offer Period, cancel or terminate such Contract of Sale, or fail to settle on the sale of the Qualifying Land within the Offer Period,

are not eligible to receive the Rebate.

**Purchasers should pay particular attention to:**

- **any unusual or onerous restrictions on the method of participation, if any (see the “How to participate” section of the Schedule and Part D of these terms and conditions); and**
- **the Promoter’s limitation of liability (see Part G of these terms and conditions).**

**PART A - INTRODUCTION**

1. Information on how to participate in the Rebate Offer and receive the Rebate form part of these terms and conditions.
2. By participating in the Rebate Offer, purchasers accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Purchasers must comply with these terms and conditions to participate in the Rebate Offer.
4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

**PART B - PRIVACY AND COLLECTION NOTICE**

5. The Promoter will collect and use each purchaser’s personal information for the purposes of:
  - (a) conducting the Rebate Offer (which may include disclosure to third parties for the purpose of processing and conducting the Rebate Offer);
  - (b) providing information to the purchaser about the products and services offered by the Promoter and its related companies; and
  - (c) research to improve its products and services.
6. By participating in the Rebate Offer, purchasers consent to the use of their personal information as described in clause 5.
7. Purchasers may access, change and/or update their personal information in accordance with the Promoter’s privacy policy <https://www.peet.com.au/privacy-policy>

**PART C - WHO CAN PARTICIPATE IN THE REBATE OFFER**

8. If the Schedule permits purchasers to be under the age of 18 years, such purchasers must seek permission from their parent or guardian to participate. If the purchaser is under 18 years of age, the Incentive will be provided to the purchaser’s parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to participate in the Rebate Offer. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

**PART D – HOW TO PARTICIPATE IN THE REBATE OFFER**

10. To participate in the Rebate Offer, each purchaser must comply with the 'How to Participate' section of the Schedule.
11. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Rebate Offer of all purchasers. The Promoter acting reserves the right to disqualify any purchaser who provides false information or fails to provide information that is reasonably requested by the Promoter.
12. The Promoter reserves the right, in its sole discretion, to disqualify any purchaser or Eligible Purchaser who has:
  - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Rebate Offer,
  - (b) breached any of these terms and conditions
13. To the extent permitted by law, the Promoter accepts no responsibility for late, lost or misdirected communications.
14. If participation in the Rebate Offer is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems or cyber incident outside of our reasonable control. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Rebate Offer. For the avoidance of doubt, the Promoter will not modify, cancel, terminate or suspend the Rebate Offer for any Eligible Purchaser who has already signed a Contract of Sale even if settlement has not occurred.

## **PART E - REBATE**

15. Each Rebate is not transferrable, exchangeable or redeemable for cash.
16. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Rebate are the sole responsibility of each purchaser.

## **PART F – RECEIVING THE REBATE**

17. Each Eligible Purchaser of Qualifying Land during the Offer Period will receive the Rebate.
18. The Promoter reserves the right to request each purchaser to provide proof of their identity and/or proof that they were responsible for participating in the Rebate Offer.
19. It is the responsibility of each purchaser to notify the Promoter of any change to their contact details.

## **PART G - NO LIABILITY**

20. If participation in the Rebate Offer is via Facebook or if the Rebate Offer is promoted on Facebook, the Rebate Offer is in no way sponsored, endorsed, administered by or associated with Facebook. Purchasers acknowledge and agree that:
- (a) any information provided on Facebook in connection with the Offer is provided to the Promoter and not to Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Rebate Offer will be directed to the Promoter, not to Facebook or any other social network.
21. If participation in the Rebate Offer is via Instagram or if the Rebate Offer is promoted on Instagram, the Offer is in no way sponsored, endorsed, administered by or associated with Instagram. Purchasers acknowledge and agree that:
- (a) any information they provide on Instagram in connection with the Rebate Offer is provided to the Promoter and not to Instagram or any other social network; and
  - (b) any questions, comments or complaints regarding the Rebate Offer will be directed to the Promoter, not to Instagram or any other social network.

#### **PART H - TERMINATION OF REBATE OFFER**

22. The Promoter reserves the right to vary the terms of, or cancel, the Rebate Offer at any time without liability to any purchaser or other person, subject to applicable laws. For the avoidance of doubt, the Promoter will not modify, cancel, terminate or suspend the Rebate Offer for any Eligible Purchaser who has already signed a Contract of Sale even if settlement has not occurred.