

TERMS AND CONDITIONS

Jumping Creek \$50,000 (including GST) Rebate Promotion ('Promotion')

Promotion Details

1. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, Jumping Creek means Peet Jumping Creek Pty Ltd (ACN 633 663 760).*
2. *The Promotion runs from 10 October 2026 until 30 November 2026 ('Promotion Period').*
3. *The Promotion is only valid for Eligible Lots during the Promotion Period, and is correct as at the time of publication, but may change at Jumping Creek's absolute discretion at any time.*
4. *Only select lots in the proposed development at Jumping Creek are eligible for the Promotion and Jumping Creek has absolute discretion as to which lots are eligible lots ("**Eligible Lots**").*
5. *Jumping Creek 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.*
6. *The Promotion cannot be used in conjunction with any other offer from Jumping Creek.*

Eligibility

7. *Each purchaser who complies with the following conditions will receive the Rebate (as defined in clause 8):*
 - a. *the purchaser must be one of the first five (5) purchasers to have sales instructions issued by Jumping Creek in respect of an Eligible Lot during the Promotion Period;*
 - a. *on or before 30 November 2026, the purchaser must execute and return the sales instructions, issued under clause 7(a);*
 - b. *the purchaser must enter into a Contract of Sale for an Eligible Lot on or before 15 December 2026 and complete such Contract of Sale in accordance with its terms; and not extend or delay settlement of such Contract of Sale ("**Purchase Contract**");*
 - c. *the purchaser must pay the deposit specified in the Purchase Contract in accordance with the Purchase Contract;*
 - d. *the purchaser under the Purchase Contract must be the original purchaser named in the sales instructions and must not be a nominee of the original purchaser;*
 - e. *the purchaser must not breach any obligations in the Purchase Contract; and*
 - f. *the purchaser must complete settlement of the 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 a \$50,000 (including GST) rebate ("**Rebate**") in accordance with these terms and conditions:*

- a. *Only 1 Rebate will be given by Jumping Creek in respect of any Eligible Lot regardless of the number of purchasers of any Eligible Lot; and*
 - b. *Jumping Creek will pay the rebate as an adjustment in favour of the purchaser at settlement.*
- 9. *Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Rebate are the sole responsibility of the recipient thereof.*
- 10. *The Rebate 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 Rebate, including a decision by Jumping Creek to offer a Rebate to a purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined by Jumping Creek and Jumping Creek's decision will be final and binding.*
- 12. *Purchasers acknowledge that if they receive a Rebate they:*
 - a. *are bound by all terms and conditions relating to the Rebate and the Promotion;*
 - b. *agree not to make any claim or objection against Jumping Creek; and*
 - c. *if required by law, will disclose the Rebate to its financiers, relevant authorities and government agencies.*

General Terms of the Promotion

- 13. *Jumping Creek 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 Jumping Creek's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.*
- 14. *Jumping Creek 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. *Jumping Creek 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. Jumping Creek 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 Jumping Creek otherwise.*
- 17. *Jumping Creek 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. Jumping Creek may also disclose personal information to third parties as required by Australian regulatory authorities.*
- 18. *Jumping Creek 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 Jumping Creek's privacy policy. To view Jumping Creek's privacy policy please visit <https://www.peet.com.au/privacy-policy/>. Participants should direct any request to access, update or correct personal information to Jumping Creek.*