

## TERMS AND CONDITIONS

### ***Newhaven up to \$25,000 (including GST) Rebate Promotion ('Promotion')***

#### ***Promotion Details***

*In these terms and conditions and any marketing materials and advertisements relating to the Promotion, Newhaven means Peet No. 1895 Pty Ltd (ABN 36 000 981 495).*

- 1. The Promotion runs from 05 September 2026 until 30 November 2026 ('Promotion Period').*
- 2. 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 Newhaven's absolute discretion at any time.*
- 3. Only select lots in the proposed development at Newhaven are eligible for the Promotion and Newhaven has absolute discretion as to which lots are eligible lots ("Eligible Lots").*
- 4. Newhaven 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.*
- 5. The Promotion cannot be used in conjunction with any other offer from Newhaven.*

#### ***Eligibility***

- 6. Each purchaser who complies with the following conditions will receive the Rebate (as defined in clause 7):*
  - a. on or before 30 November 2026, the purchaser must pay a refundable holding deposit of \$1,000;*
  - 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 on the holding deposit receipt 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.*
- 7. Each purchaser who complies with clause 6 will receive a \$20,000 (including GST) rebate ("Rebate") in accordance with these terms and conditions, except for purchasers of 14m x 32m and 16m x 32m lots within Stage 24 at Newhaven, who will instead be eligible to receive a rebate of \$25,000 (inclusive of GST).*

8. *Only 1 Rebate will be given by Newhaven in respect of any Eligible Lot regardless of the number of purchasers of any Eligible Lot.*
9. *Newhaven will pay the rebate as an adjustment in favour of the purchaser at settlement.*
10. *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.*
11. *The Rebate is subject to these terms and conditions and is not transferable.*
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 Newhaven in respect of the Rebate; and*
  - c. *if required by law, will disclose the Rebate to its financiers, relevant authorities and government agencies.*

#### **General Terms of the Promotion**

13. *Newhaven 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 Newhaven's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.*
14. *Newhaven 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. Such changes will not impact a purchaser who has met the requirements of clauses 6(a) - (e) of these Terms and Conditions (i.e purchaser's who have met those requirements but have not yet settled will still receive the Rebate once they settle in accordance with these Terms and Conditions).*
15. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

#### **Privacy**

16. *Newhaven 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. Newhaven 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 Newhaven otherwise.*
17. *Newhaven 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. Newhaven may also disclose personal information to third parties as required by Australian regulatory authorities.*
18. *Newhaven 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 Newhaven's privacy policy. To view Newhaven'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 Newhaven.*