

Display Village – Peet Passport Promotion

TERMS AND CONDITIONS

The 'Display Village – Peet Passport Promotion' (**Promotion**) will take place from Saturday 8th September 2018 to Wednesday 31st October 2018 and is subject to terms and conditions and eligibility criteria, details of which are outlined below and are available at www.bluestonemtbarke.com.au and at the Bluestone, Mt Barker Sales and Information Centre. All matters relating to the Promotion are subject to change without notice at Peet's absolute discretion. The Promotion and the material associated with the Promotion do not form part of any contract for the purchase of any Peet product. Promotion entrants should review any such contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding with any purchase.

1. PROMOTION DETAILS

- 1.1. In these terms and conditions and any marketing materials and advertisements relating to the Promotion, **Peet** means Peet Limited ACN 008 665 834 and its related bodies corporate including, but not limited to Peet Mt Barker Pty Limited as the seller of the land at Bluestone, Mt Barker.
- 1.2. The 'Display Village – Peet Passport Promotion' (**Promotion**) commences on Saturday 8th September 2018 at 10am (CST) and concludes on Wednesday 31st October 2018 at 5pm (CST) (**Promotion Period**). Peet may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion website www.bluestonemtbarke.com.au. 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 are correct at the time of publication of this document but may change at Peet's absolute discretion at any time. This includes any change to the Participating Builders (see paragraph 1.4(b) below). Peet will post any changes to these details (including these terms and conditions) on the Promotion website www.bluestonemtbarke.com.au.
- 1.4. The details of the Promotion are as follows:
 - (a) Customers can visit the Bluestone, Mt Barker Sales and Information Centre located at 71 East Parkway, Mt Barker, between Saturday 8th September 2018 to Wednesday 31st October 2018 to collect a "Passport". There is a limit of one Passport per customer. Peet takes no responsibility for lost, late, incomplete, illegible or misdirected Passports and such Passports will not be replaced unless Peet otherwise agrees.
 - (b) Customers wishing to enter into the Promotion must visit a minimum of five display builders at the Display Village whose builder logos are shown in the Passport (**Participating Builders**) at the Bluestone, Mt Barker Display Village at 71 East Parkway, Mt Barker during the Promotion. Customers must have their Passport stamped with a "visited" sticker by a staff member at each Participating Builder visited. The stamped Passport must then be dropped in the competition box at the Peet marquees at the Sales and Information Centre before 5pm (CST) on Wednesday 31st October 2018. Promotion entrants must fill out their name and details in the Passport.
 - (c) At the end of the Promotion Period, Peet will draw at random one Passport from those that have been submitted during the Promotion. Only Passports which meet the criteria set out in paragraphs 1.4(b) above will be eligible for the draw. If the Passport drawn meets the criteria set out in paragraph 1.4(b) above, the person who has submitted that Passport (**Winner**) will be given a gift voucher to Flight Centre (**Flight Centre Travel Group Pty Ltd**) to the retail value of \$1,000 (including GST), redeemable at the Flight Centre, 186 Rundle Street, Adelaide, SA (**Voucher**).
 - (d) If the first Passport drawn does not meet the required criteria, Peet will draw another Passport at random until a Passport which meets the criteria in paragraph 1.4(b) has been drawn.
 - (e) Peet will endeavour to contact the Winner by telephone, email or letter within one week from the end of the Promotion Period. The Winner will be required to confirm their full name and home address for the Voucher to be mailed. Alternatively, Peet may agree that the Winner can collect the Voucher from the Bluestone, Mt Barker Sales and Information Centre.

2. VOUCHER TERMS AND CONDITIONS

- 2.1. The Voucher is only redeemable by the Winner at Flight Centre and is subject to the terms and conditions below or as may be specified by Flight Centre from time to time in its discretion.
- 2.2. The Voucher is valid for use until the date stated on the Voucher (**Validity Period**).
- 2.3. The Voucher can only be redeemed during the Validity Period on flights or cruises offered by Flight Centre.
- 2.4. Where the total cost of the flight or cruise exceeds the value of the Voucher, the excess amount must be paid for directly by the Winner, at the time required by Flight Centre.
- 2.5. Vouchers cannot be transferred, sold, or exchanged for cash.

- 2.6. The Winner is responsible for the use and security of the Voucher. Lost, stolen, damaged or altered Vouchers will not be replaced or refunded. The Winner agrees that Peet is not liable to reissue or reimburse the Winner for any remaining dollar value on any Voucher which is lost, stolen, damaged or altered.
- 2.7. The Winner agrees not to make any claim or objection against Peet in relation to the use or attempted use of the Voucher (including in relation to any transactions made using the Voucher, or in relation to any change to Flight Centre's terms and conditions).
- 2.8. In the event of any dispute as to eligibility for the Promotion or for the Voucher, eligibility will be determined by Peet and Peet's decision will be final and binding.
- 2.9. Where Peet cannot contact the Winner within 2 months of the end of the Promotion Period, the Voucher will be forfeited to Peet and the Winner will have no claim or recourse against Peet in relation to the forfeited Voucher.

3. GENERAL

- 3.1. The Promotion cannot be used in conjunction with any other promotion or offer, unless otherwise agreed by Peet.
- 3.2. By entering into the Promotion, an entrant is deemed to have read, understood and accepted these terms and conditions, including without limitation the terms and conditions of the Voucher as specified by Flight Centre.
- 3.3. 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. Details of amended terms and conditions will be posted on the Promotion website www.bluestonemtbarke.com.au.
- 3.4. Failure by Peet to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 3.5. 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.
- 3.6. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Australian Consumer Law* or other consumer protection laws in South Australia which cannot be contracted out of (**Non-Excludable Guarantees**), provided that, to the extent that Australian Consumer Law permits Peet to limit its liability, then Peet's liability will be limited to:
 - (a) in case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - (b) in the case of goods, the cost of replacing the goods, supplying the equivalent goods or having the goods repaired, or may of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 3.7. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Peet (including its respective officers, employees and agents) excludes all liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion, and to the maximum extent permitted by law, you agree to indemnify and hold harmless Peet (and its officers, employees and agents) against all losses, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from your breach of these terms and conditions, your participation in the Promotion and any component of the awarded Voucher.
- 3.8. 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.

4. PRIVACY

- 4.1. Peet is collecting personal information associated with the Promotion 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. 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 an individual know about products, services or promotional activities which may be of interest until the entrant informs Peet otherwise.
- 4.2. Peet may share the Winner's personal information with Flight Centre. Peet may also share personal information with other 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.

- 4.3. Peet's privacy policy explains how Promotion entrants can seek to access and/or correct the personal information that Peet holds about them, as well as how Promotion entrants can make a complaint about the way in which Peet handles Promotion entrants' personal information and how Peet deals with complaints. Promotion entrants can access Peet's privacy policy at www.peet.com.au/privacy-policy. Queries in relation to personal information collected by Travel Tree Australasia should be directed to Travel Tree Australasia.
- 4.4. If a Promotion entrant does not want to be contacted by Peet for future commercial communications, they should contact Peet on 08 8100 2300 and Peet will ensure that their personal information is not used for that purpose.