

## **DISCLAIMER**

*The New Choice Homes and Peet's Brabham Estate Visa Card promotion only applies for a limited time and is subject to terms and conditions and eligibility criteria, full details of which are outlined below. All matters (including the promotion period, the amount and availability of any Visa Card and any other matters relating to this promotion) are subject to change without notice at New Choice Homes and Peet's absolute discretion. This does not form part of any contract and purchasers should review the contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding with any purchase.*

## **TERMS AND CONDITIONS**

### ***The Discover and Win Competition with New Choice Homes and Peet's Brabham Estate Promotion ('Promotion')***

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

1. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, the promoter is Essential First Choice Homes Pty Ltd (ACN 138 185 341), trading as New Choice Homes ("**New Choice Homes**").*
2. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, Peet means Peet Estates (WA) Pty Ltd, Level 7, 200 St. Georges Terrace, Perth WA 6000 selling land within Brabham Estate ("**Peet**").*
3. *The Promotion runs from 1PM on 3 June 2023 until 5PM on 28 June 2023 ("**Promotion Period**").*
4. *The Promotion only applies to entries completed at the New Choice Homes display located at 35 Propeller Avenue Brabham, and Brabham Sales Centre located on the corner of Youle-Dean Road and Isoodon Street, during the Promotion Period.*
5. *The Promotion is only valid during the Promotion Period, and is correct as at the time of publication, but may change at Peet's absolute discretion at any time.*
6. *New Choice Homes and Peet give 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.*

#### ***Eligibility***

7. *To be eligible to participate in the Promotion, a person ("**Entrant**") must during the Promotion Period complete in full and submit an entry form ("**Entry Form**") at the New Choice Homes display in Brabham, and at the Brabham Sales Centre.*
8. *An entrant must also be an Australian resident to enter.*
9. *New Choice Homes and Peet employees, their immediate family members, and Peet contractors are not eligible to win.*
10. *One entry form may be completed per household.*
11. *Any entries made prior to the Promotion Period will not be valid for the purposes of the Promotion.*
12. *An Entrant must be 18 years or older.*
13. *At the end of the early bird Promotion Period on 19 June 2023 at New Choice Homes' office, New Choice Homes will draw at random the name of 1 Entrant*

- ("Winner") who will be given one Visa card containing prepaid credit of \$500 (including GST) ("Visa Card").*
14. *At the end of the Promotion Period on 29 June 2023 at New Choice Homes' office, New Choice Homes will draw at random the name of 1 additional Entrant ("Winner") who will be given one Visa card containing prepaid credit of \$500 (including GST) ("Visa Card").*
  15. *The maximum number of Visa Cards offered during the Promotion will be 2.*
  16. *Winner/s must be able to collect the prize from The Lotus Display Home by New Choice Homes located at 35 Propeller Avenue Brabham or New Choice Homes head office located at 24 Sangiorgio Court Osborne Park, during open hours*
  17. *The winner/s agree to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner/s or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the entrant's prior consent.*
  18. *Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Visa Card are the sole responsibility of the recipient of the Visa Card.*
  19. *The Visa Cards are subject to these terms and conditions and are not transferable, nor redeemable or exchangeable for monetary payment or a discount or rebate on the purchase price of any lot sold to an Entrant.*
  20. *Entrants acknowledge that the Visa Cards may become void and may not be redeemed if it is defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way and agree that New Choice Homes, Peet nor its related entities will be liable to reissue or reimburse any Entrant for any remaining dollar value on any Visa Card which is so defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way.*
  21. *Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to be broadcast, filmed, photographed or otherwise recorded without compensation while participating in this promotion, or any challenge involved in this promotion, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recordings at any time.*
  22. *Entrants acknowledge that if they win a Visa Card they are bound by all terms and conditions relating to that Visa Card, including cancellations and lost Visa Cards, and agree not to make any claim or objection against Peet or withhold any payment on any lot sold to an Entrant.*
  23. *The Entrant agrees that where New Choice Homes or Peet cannot reasonably contact the Winner within 2 days of their name being drawn, the Visa Card will be forfeited, and the Winner will have no claim or recourse against New Choice Homes or Peet.*
  24. *In the event of any dispute as to eligibility for the Promotion or the Visa Card, eligibility will be determined by New Choice Homes and Peet, and New Choice Homes and Peet's decision will be final and binding.*

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

25. *The Promotion is not available in conjunction with any other promotion or offer by New Choice Homes or Peet and is subject to all terms and conditions published by New Choice Homes or Peet from time to time.*
26. *New Choice Homes and 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 New Choice Homes or Peet's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.*

27. *New Choice Homes and Peet may cancel or make changes to the Promotion at any time without notice. Such changes may include shortening or extending the Promotion Period.*
28. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

**Privacy**

29. *New Choice Homes and Peet collect 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. New Choice Homes and 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 individual informs New Choice Homes or Peet otherwise.*
30. *New Choice Homes or Peet 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. New Choice Homes or Peet may also disclose personal information to third parties as required by Australian regulatory authorities.*
31. *New Choice Homes and 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 New Choice Homes and Peet's privacy policy. To view New Choice Homes' privacy policy please visit <https://www.newchoicehomes.com.au/privacy-policy/>. To view Peet's privacy policy please visit <http://www.peet.com.au/Home/About%20Peet/Privacy.aspx>. Participants should direct any request to access, update or correct personal information to Peet.*