

## **TERMS AND CONDITIONS**

### ***The Peet Seal The Deal Promotion ('Promotion')***

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

1. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, Peet means the relevant entity associated with or related to Peet Limited ACN 008 665 834 selling land within a participating Peet estate.*
2. *The Promotion runs from 1 March 2015 to 3 May 2015 ('Promotion Period').*
3. *The Promotion only applies to lots within participating Peet estates which are nominated by Peet from time to time as being eligible for the Promotion ('Eligible Lots').*
4. *There are only a limited number of Eligible Lots within participating Peet estates and a prospective purchaser ('Purchaser') should make appropriate enquiries with Peet in respect of the Eligible Lot for which they are interested in prior to the Purchaser entering into a contract of sale to confirm the Purchaser's eligibility for the Promotion.*
5. *The following types of lots are specifically excluded from the Promotion – lots in any display village, lots sold on leaseback to Peet, Porter Davis Smart Living lots, lots designated by Peet as dual or triple occupancy lots or "Super Lots", lots within Willandra or Cardinia Lakes Stage 8 or Nostra Homes lots within Aspect Stage 1F or Arena Park Front Lots and any lots which are not scheduled to settle by 30 June 2015 (as determined by Peet at its absolute discretion).*
6. *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.*
7. *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, 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***

8. *Each Purchaser who complies with the following conditions will receive Cashback (as defined in clause 9):*
  - a. *the Purchaser must have entered into a contract of sale for an Eligible Lot during the Promotion Period ('Purchase Contract');*
  - b. *the Purchaser must have paid the Deposit specified in the Purchase Contract in accordance with the Purchase Contract;*
  - c. *the Purchaser must cause the Purchase Contract to become unconditional as to any matter within the Purchaser's control (including but not limited to the purchaser obtaining unconditional finance approval) in accordance with the Purchase Contract;*
  - d. *the Purchaser must not be in breach of any of its obligations in the Purchase Contract; and*
  - e. *the Purchaser must have completed settlement of purchase of the Eligible Lot in accordance with the Purchase Contract on or before 30 June 2015.*
9. *Each Purchaser who complies with clause 8 will receive Cashback in accordance with these terms and conditions:*
  - a. *an eligible Purchaser will receive:*

- i. \$3,000 for completing settlement of a Purchase Contract for an Eligible Lot on the settlement date specified in the Purchase Contract (which specified date must be on or before 30 June 2015); and
- ii. \$2,000 for completing settlement of a Purchase Contract for an Eligible Lot at least 1 day earlier than the settlement date specified in the Purchase Contract (which specified date must be on or before 30 June 2015).

**(Cashback)**

- b. The Purchaser should make enquiries with Peet regarding the value of the Cashback for any particular Eligible Lot prior to the Purchaser entering into a Purchase Contract.
  - c. Only 1 Cashback will be given by Peet in respect of any Eligible Lot regardless of the number of Purchasers of any Eligible Lot.
  - d. Peet will pay the Cashback by mailing a cheque for the total amount that the Purchaser is entitled to in accordance with the Promotion by registered post to the Purchaser within 30 days of settlement.
  - e. the Purchaser cannot claim the Cashback as a discount on the purchase price specified in the Purchase Contract or as a rebate at settlement of the Purchase Price or in any other manner.
10. Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Cashback are the sole responsibility of the recipient thereof.
  11. The Cashback is subject to these terms and conditions and is not transferable.
  12. In the event of any dispute as to eligibility for the Promotion or the Cashback, including a decision by Peet to offer a Cashback to a purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined by Peet and Peet's decision will be final and binding.
  13. Purchasers acknowledge that if they receive a Cashback they are bound by all terms and conditions relating to the Cashback and agree not to make any claim or objection against Peet.

**General Terms of the Promotion**

14. The Promotion is not available in conjunction with any other promotion or offer by Peet except Family & Friend and Builder Referral promotions and is subject to all terms and conditions contained in the Purchase Contract.
15. 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.
16. Peet 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.
17. These terms and conditions supersede any prior terms and conditions for the Promotion.

**Privacy**

18. Peet 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. 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 Peet otherwise.*

19. *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. Peet may also disclose personal information to third parties as required by Australian regulatory authorities.*
20. *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 Peet's 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.*

### **ADDITIONAL SPECIAL CONDITION**

- 1.1 If the Purchaser completes settlement of this Contract on the date specified in the Particulars of Sale (which specified date must not be any later than 30 June 2015 and the Purchaser is not otherwise in breach of this Contract), the Vendor will, within 30 days of settlement, pay the Purchaser \$3,000 in consideration of the Purchaser completing settlement by 30 June 2015.
- 1.2 If the Purchaser completes settlement of this Contract at least 1 day earlier than the date specified in the Particulars of Sale (which specified date must not be any later than 30 June 2015 and the Purchaser is not otherwise in breach of this Contract), the Vendor will, within 30 days of settlement, pay the Purchaser \$2,000 in consideration of the Purchaser completing settlement before the scheduled settlement date.
- 1.3 The Purchaser acknowledges and agrees that payment in accordance with this Additional Special Condition:
  - (a) is subject to the terms and conditions of the Peet Seal The Deal Promotion, a copy of which is either attached to this Contract or available at [www.sealthedeal.net.au](http://www.sealthedeal.net.au);
  - (b) will be made by the Vendor by sending the Purchaser a cheque by registered post within 30 days of settlement; and
  - (c) cannot be claimed by the Purchaser as a discount on the Price or as a rebate at settlement or in any other manner.