

## The Peet Landscaping Package Promotion at Newhaven ('Promotion')

### 1. Promotion Details

1.1 In these terms and conditions and any marketing materials and advertisements relating to the Promotion:

- (a) **Contract** means a contract between the purchaser and Peet for the sale of a lot in the Newhaven estate.
- (b) **Contractor** means a Contractor appointed by Peet from time to time.
- (c) **Eligibility Conditions** means the conditions outlined in clause 2.1.
- (d) **Landscape Works** means the landscaping to the front of the Lot, which will include site preparation, in gravel base, advanced tree, tube stock trees, shrubs and groundcovers, turf, a consultation with a landscape designer, labour and machinery hire to a maximum retail value of \$3,500 (inclusive of any GST).
- (e) **Lot** means the lot in the Newhaven estate which is the subject of the Contract.
- (f) **Newhaven Design Guidelines** means the set of building and design guidelines named "Newhaven Design Guidelines", as amended from time to time, a copy of which is attached to the Contract.
- (g) **Peet** means the relevant entity associated with or related to Peet Limited ACN 008 665 834 selling land within the Newhaven estate.
- (h) **Settlement Date** means the date that settlement of the Contract is completed.

1.2 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.

### 2. Eligibility

2.1 The purchaser will be eligible under this Promotion if the purchaser has:

- (a) completed construction of a dwelling on the Lot which complies with the requirements of the Newhaven Design Guidelines, the Contract and any restrictions under the plan of subdivision creating the Lot;
- (b) lodged an application with Peet (in a form required by Peet from time to time) confirming clause 2.1(a) has been satisfied and providing a copy of an occupancy permit for the purchaser's dwelling on the Lot within 12 months of the Settlement Date (**Purchaser's Application**);
- (c) removed all rubbish, rubble and vegetation within the area on the Lot to be landscaped;

- (d) provided a level grade on the Lot with a maximum differential of 300 millimetres;
- (e) completed construction of side boundary fencing, driveway and any paved areas to the Lot;
- (f) provided a clear path free of obstructions to access the area to be landscaped; and
- (g) provided a conduit underneath the driveway at the Lot for irrigation as required for any future irrigation systems.

### **3. Terms of the Promotion**

3.1 If the purchaser has satisfied the Eligibility Conditions, Peet will determine the plans and specifications for, and complete the Landscape Works in the following manner:

- (a) Peet will engage a contractor to design the Landscape Works and provide a proposed plan to the purchaser;
- (b) the purchaser acknowledges and agrees that Peet retains absolute discretion if any requests by the purchaser cannot be incorporated, including but not limited to the appointment of contractors to perform, the selection of materials for use in, and location of, the Landscape Works;
- (c) Peet must commence the Landscape Works within 6 months of the purchaser submitting the Purchaser's Application;
- (d) the purchaser consents to Peet engaging contractors to complete the Landscape Works; and
- (e) the purchaser must grant Peet and its contractors, employees, agents and consultants a licence to enter upon and occupy such parts of the Lot as are necessary to undertake the Landscape Works.

3.2 The purchaser acknowledges that the Landscape Works will not include driveway construction, fencing, letterbox, irrigation, outdoor lighting or any form of maintenance after completion.

3.3 After completion of the Landscape Works, the purchaser:

- (a) is wholly responsibly for any irrigation, watering and maintenance requirements; and
- (b) must not make any claim for compensation or any other claim in respect of the Landscape Works.

3.4 The Contract contains further provisions regarding the Landscape Works and the Promotion. In the event of any inconsistency between the terms of this Promotion and the provisions of the Contract, the provisions in the Contract will apply.

### **4. General Terms**

- 4.1 Unless specified by Peet in writing, this Promotion is not available in conjunction with any other promotion or offer by Peet.
- 4.2 The Promotion is subject to all terms and conditions published by Peet from time to time, including the Contract.
- 4.3 Peet will not be liable for:
- (a) 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; or
  - (b) 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,
- except for any liability which cannot be excluded by law.
- 4.4 Peet may cancel or make changes to the Promotion at any time without notice.
- 4.5 Subject to the terms of the Contract and clause 3.3 above, these terms and conditions supersede any prior terms and conditions for the Promotion.

## **5. Privacy**

- 5.1 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.
- 5.2 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.
- 5.3 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 [www.peet.com.au/privacy-policy](http://www.peet.com.au/privacy-policy). Participants should direct any request to access, update or correct personal information to Peet.