

## The Peet Solar Panel 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) **Base Standard** means a 3kW array of solar panels, roof top mounted with a 3kW inverter, associated racking and electrical accessories (including a solar inverter).
- (b) **Contract** means a contract between the purchaser and Peet for the sale of a lot in the Newhaven estate.
- (c) **Contractor** means a Contractor appointed by Peet from time to time.
- (d) **Eligibility Conditions** means the conditions outlined in clause 2.1.
- (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) **Supply Agreement** means an agreement for the installation of a Solar Panel Package, in a form required by Peet from time to time.
- (i) **Solar Panel Package** means a solar panel system.

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:

- (a) the purchaser has entered into a Contract with Peet;
- (b) the purchaser has 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;
- (c) the purchaser has obtained a certificate of occupancy in respect of its dwelling on the Lot within 12 months of the settlement date under the Contract;

- (d) the purchaser has given Peet written notice that the matters in clauses 2.1(b) and (c) have been satisfied; and
- (e) the purchaser has entered into the Supply Agreement with the Contractor within 12 months of settlement of the Contract.

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

- 3.1 If the purchaser has satisfied the Eligibility Conditions, Peet will pay for the costs payable to the Contractor under the Supply Agreement, capped at the amount required for the Contractor to provide the Base Standard.
- 3.2 The purchaser is responsible for the maintenance and repair of the Solar Panel Package.
- 3.3 Peet makes no representations nor gives any warranties about the performance or capabilities of, or energy savings that may be derived from the use of, the Solar Panel Package.
- 3.4 The Contract contains further provisions regarding the Solar Panel Package 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.
- 3.5 The purchaser will be responsible for any duties, taxes, levies or charges which may be payable as a consequence of the purchaser receiving the Solar Panel Package.
- 3.6 The Solar Panel Package is not transferable, redeemable or exchangeable for monetary payment, discount or rebate on the purchase price of the Lot.
- 3.7 In the event of any dispute as to eligibility for the Promotion or whether the Eligibility Conditions have been satisfied, Peet reserves the right to make a final decision and that decision will be binding on the parties.

### **4. General Terms**

- 4.1 The Promotion is subject to all terms and conditions published by Peet from time to time, including the Contract.
- 4.2 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.
- 4.3 Peet may cancel or make changes to the Promotion at any time without notice.

4.4 Subject to the terms of the Contract and clause 3.4 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.