

Burns Beach \$5k Beachside Bonus Promotion

Terms and Conditions

Offers

- (1) The 'Burns Beach \$5k Beachside Bonus' (**Promotion**) applies for a limited time only, and is subject to the terms and conditions outlined below, which are available on the Promotion website at [https://www.peet.com.au/communities/perth-and-wa/burns-beach/purchaser-and-builder-documents/\\$5k-beachside-bonus](https://www.peet.com.au/communities/perth-and-wa/burns-beach/purchaser-and-builder-documents/$5k-beachside-bonus) (**Promotion Website**).
- (2) Peet is offering a VISA Gift Card to the value of \$5,000 (**Gift Card**) to any current resident of the suburb of Burns Beach who meets the conditions in either:
 - (a) condition (14) (**Refer a Friend Offer**); or
 - (b) condition (15) (**Resident Purchaser Offer**).
- (3) The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of any Peet product including any lot in Peet's Burns Beach Estate (**Estate**). Potential purchasers should review any contract carefully, make their own enquiries and obtain independent advice before proceeding with any purchase.

Promotion Details

- (4) In these terms and conditions, and in any marketing material and advertisements relating to the Promotion, **Peet** means Peet Funds Management Limited ACN 145 992 169 as responsible entity of the Burns Beach Property Trust ARSN 094 229 464.
- (5) The Promotion commences on Friday 24 March 2023 at 9.00am (WST) and expires on Friday 30 June 2023 at 11.59pm (WST) (**Promotion Period**).
- (6) 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. References in these terms and conditions to the Promotion Period include any Extended Promotion Period.
- (7) The Promotion is only valid during the Promotion Period. The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at Peet's absolute discretion at any time. Peet will post any changes to the Promotion details (including to these terms and conditions) on the Promotion Website.
- (8) The Promotion only applies to those lots available for sale within the Estate (**Lots**).
- (9) The Promotion is generally described as follows, with further details set out in these terms and conditions:

As a special offer for Burns Beach residents, Peet will give a VISA gift card to the value of \$5,000 to a resident who either purchases a lot, or refers a friend to purchase a lot, in Peet's Burns Beach Estate.
- (10) Specific eligibility criteria and terms and conditions for the Promotion apply, as set out in these terms and conditions.

Eligibility

- (11) Subject to these terms and conditions, a person (**Recipient**) will be eligible to receive a VISA gift card to the value of \$5,000 (**Gift Card**) if, during the Promotion Period:
 - (a) the Recipient completes and signs the promotion form provided by Peet (**Promotion Form**) and returns it to Peet in accordance with these terms and conditions; and
 - (b) either:

- (i) the Recipient; or
- (ii) the third party individual who the Recipient has referred to Peet to purchase a Lot (**Referred Purchaser**),

enters into a binding contract with Peet to purchase a Lot (**Contract**) and completes settlement in accordance with the terms of the Contract (**Settlement**).

- (12) A Recipient is eligible only for either the Refer a Friend Offer or the Resident Purchaser Offer, but not both. If a Recipient meets the conditions in both condition (14) and Condition (15), the Recipient will only be eligible for one (1) Gift Card and will not be eligible or entitled to claim a Gift Card in respect of the other offer.
- (13) Peet will issue one (1) Gift Card only in respect of a Lot, regardless of the number of Recipients claiming eligibility or the number of Promotion Forms that are completed and returned to Peet in respect of a Lot.

Refer a Friend Offer

- (14) Subject to these terms and conditions, a Recipient will be entitled to receive a Gift Card if:

- (a) the Recipient:

- (i) is an individual person and 18 years of age or older;
- (ii) resides within the suburb of Burns Beach during the Promotion Period;
- (iii) completes, by selecting the 'Refer a Friend Offer' option on the Promotion Form, and submits a Promotion Form to Peet within the Promotion Period but prior to the Referred Purchaser entering into a Contract, by either:

A. delivering it by hand to the Burns Beach Sales Office during opening hours; or

B. emailing a scanned copy to Customer.Relations@peet.com.au,

together with a copy of a utility services bill (for example: a Synergy Energy electricity bill) providing evidence of the Recipient's residential address in Burns Beach;

- (b) the Referred Purchaser:

- (i) acknowledges in writing, before entering into a Contract, that they were referred to Peet by the Recipient during the Promotion Period;
- (ii) enters into a Contract during the Promotion Period in respect of a Lot; and
- (iii) satisfies all conditions under the Contract and completes Settlement in accordance with the terms of the Contract.

Resident Purchaser Offer

- (15) Subject to these terms and conditions, a Recipient will be entitled to receive a Gift Card if the Recipient:

- (a) is an individual person and 18 years of age or older;
- (b) resides within the suburb of Burns Beach during the Promotion Period;
- (c) completes, by selecting the 'Resident Purchaser Offer' option on the Promotion Form, and submits a Promotion Form to Peet within the Promotion Period but prior to the Recipient entering into a Contract, by either:
 - (i) delivering it by hand to the Burns Beach Sales Office during opening hours; or

- (ii) emailing a scanned copy to Customer.Relations@peet.com.au, together with a copy of a utility services bill (for example: a Synergy Energy electricity bill) providing evidence of the Recipient's residential address in Burns Beach;
- (d) enters into a Contract during the Promotion Period in respect of a Lot; and
- (e) satisfies all conditions under the Contract and completes Settlement in accordance with the terms of the Contract.

Gift Card Terms and Conditions

- (16) The Gift Card is a VISA prepaid card that can be used for purchasing goods and services where VISA prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The Gift Card cannot be used to obtain or redeem cash.
- (17) Gift Cards are subject to the terms and conditions specified by VISA as the issuer of the Gift Cards (**Gift Card Issuer**) from time to time, which are available at www.universalgiftcard.com.au. Recipients should read those terms and conditions prior to using the Gift Card.
- (18) Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Gift Card are the sole responsibility of the Recipient.
- (19) The Gift Card is not transferable, nor redeemable or exchangeable for a discount or rebate on the purchase price of a Lot unless agreed to by Peet in writing, at Peet's absolute discretion.
- (20) Once the Promotion Period has ended and Settlement has been effected, a Recipient eligible to receive a Gift Card will be telephoned or emailed, at the number / address on the completed Promotion Form, and asked to provide an address for the Gift Card to be mailed to by registered post.
- (21) A Gift Card will be posted to the Recipient by registered post after Settlement, to the address provided by the Recipient.
- (22) Where:
 - (a) the Recipient has complied with these terms and conditions; and
 - (b) Peet, having used reasonable endeavours during the period of three months following Settlement, has been unable to contact the Recipient, using the telephone number and/or email address on the completed Promotion Form,
 the Gift Card will be forfeited to Peet and the Recipient will have no claim or recourse against Peet.
- (23) The Recipient acknowledges and agrees that Peet is not liable to reissue a Gift Card or reimburse the Recipient for any remaining dollar value on any Gift Card which is lost, stolen, defaced, mutilated or altered.
- (24) The Recipient acknowledges that if he or she receives a Gift Card, the Recipient:
 - (a) is bound by all terms and conditions specified by the Gift Card Issuer, including in respect of cancellations and lost gift cards, as well as any charges or fees that are payable;
 - (b) agrees not to make any claim against Peet as a result of the terms and conditions specified by the Gift Card Issuer.
- (25) It is the Recipient's responsibility to pay for any fees or charges which may become payable in relation to the Gift Card including, but not limited to, any fees imposed by the Gift Card Issuer.

- (26) Peet is not responsible for notifying the Recipient of any changes to the terms and conditions specified by the Gift Card Issuer, and Peet is not liable for any claim by the Recipient as a result of any such changes.
- (27) The Recipient agrees not to make any claim against Peet in relation to the use or attempted use of the Gift Card, including in relation to any transactions made using the Gift Card.
- (28) In the event of any dispute as to the eligibility for the Promotion or Gift Card, including a decision by Peet to offer the Gift Card to a person who may not otherwise be eligible for the Promotion, eligibility will be determined by Peet and Peet's decision will be final and binding.

General Terms of Promotion

- (29) The Promotion is not available in conjunction with any other promotion or offer by Peet, unless otherwise agreed by Peet.
- (30) By signing the Promotion Form, the Recipient is deemed to have accepted these terms and conditions.
- (31) 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.
- (32) These terms and conditions supersede any prior terms and conditions for the Promotion.
- (33) Nothing in these terms and conditions limits, excludes or modifies or purports to limit the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or other consumer protection laws in Western Australia which cannot be contracted out of (**Non-Excludable Guarantees**).
- (34) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Peet (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- (35) 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.

Privacy

- (36) 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.
- (37) Peet may 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.

- (38) 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. Peet's privacy policy explains how a person can seek to access and/or correct the personal information that Peet holds about them, as well as how a person can make a complaint about the way in which Peet handles their personal information and how Peet deals with complaints. To view Peet's privacy policy please visit <http://www.peet.com.au/privacy-policy>. Participants should direct any request to access, update or correct personal information to Peet.
- (39) If a person does not want to be contacted by Peet for future commercial communications, then Participants should contact Peet on 08 9420 1111 direct any request to access, update or by email to perth@peet.com.au and Peet will ensure that their correct personal information is not used for that purpose.