

Burns Beach Stage Royal Flight Centre Promotion

DISCLAIMER

The 'Burns Beach Stage Royal Flight Centre Promotion' (**Promotion**) only applies for a limited time and is subject to the terms and conditions outlined below, which are available on the Promotion website at <http://burnsbeachestate.com.au> (**Promotion Website**). The Promotion applies to all lots available for sale and specified on the Promotion Website in 'Stage Royal' of Peet's Burns Beach Estate in Western Australia - these are the 'Eligible Lots' referred to in clause 1.3. 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 'Stage Royal' of Peet's Burns Beach Estate.

Potential purchasers should review any such contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

TERMS AND CONDITIONS

1. PROMOTION DETAILS

- 1.1 In these terms and conditions, and in any marketing material and advertisements relating to the Promotion, **Peet** means Peet Limited ACN 008 665 834, Peet Funds Management Limited ACN 145 992 169 as responsible entity for the Burns Beach Property Trust, the related bodies corporate of Peet Limited ACN 008 665 834 and, where applicable, the joint venture partners of Peet Limited ACN 008 665 834.
- 1.2 The Promotion described in these terms and conditions commences at 9.00am (WST) on Saturday 10 June 2017 and will conclude at 11.59pm (WST) on Thursday 31 August 2017 (**Promotion Period**). 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, where applicable.
- 1.3 The Promotion only applies to those lots offered for sale by Peet in 'Stage Royal' of its Burns Beach Estate as specified on the Promotion Website (**Eligible Lots**). Peet may vary the Eligible Lots (including the number of Eligible Lots) at its sole discretion during the Promotion Period. Details of the Eligible Lots as varied from time to time will be posted on the Promotion Website.
- 1.4 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 these terms and conditions) on the Promotion Website.

- 1.5 The Promotion is generally described as follows, with further details set out in these terms and conditions.

As a special offer for purchasers of lots in 'Stage Royal' of Peet's Burns Beach Estate who, during the Promotion Period, enter into a contract to purchase an Eligible Lot and subsequently effect settlement, Peet will give to the purchaser at the time of settlement a Flight Centre voucher to the value of \$10,000 redeemable at the Flight Centre store located at Shop 7 Cloisters Arcade (Hay Street entrance) Perth Western Australia.

- 1.6 Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. FLIGHT CENTRE VOUCHER

- 2.1 Subject to these terms and conditions, a person who, during the Promotion Period, enters into a binding contract to purchase an Eligible Lot (**Eligible Purchaser**) will, subject to these terms and conditions, be entitled to receive a voucher issued by Flight Centre Travel Group Limited ACN 003 377 188 or a related body corporate (as defined in the *Corporations Act 2001* (Cth)) of that corporation to the value of \$10,000 (**Voucher**) at the time of settlement of the sale of that Eligible Lot (**Settlement**).
- 2.2 To be eligible to receive the Voucher, an Eligible Purchaser must have delivered to Peet during the Promotion Period a contract to purchase an Eligible Lot which is signed by that Eligible Purchaser and which complies with Peet's requirements for contracts for the purchase of Eligible Lots (**Buyer Signed Contract**). Upon doing so, such an Eligible Purchaser will become a Provisional Promotion Recipient for the purpose of these terms and conditions.
- 2.3 To be eligible to receive the Voucher, a Provisional Promotion Recipient's Buyer Signed Contract must be executed by Peet and be valid and binding. In addition, the Provisional Promotion Recipient must:
- (a) satisfy any condition concerning the obtaining of finance approval within the time period for doing so specified in the Buyer Signed Contract as executed by Peet (**Executed Contract**);
 - (b) satisfy any other conditions under the Executed Contract prior to the date for Settlement as set out in the Executed Contract (**Settlement Date**);
 - (c) effect Settlement under the Executed Contract on the Settlement Date; and
 - (d) not transfer the Eligible Lot which is the subject of the Executed Contract to a third party prior to Settlement,
- (**Entitlement Conditions**).

2.4 A Provisional Promotion Recipient will not be entitled to receive the Voucher if all of the Entitlement Conditions are not satisfied. For example: a Provisional Promotion Recipient will not be entitled to receive the Voucher where Settlement does not occur or where Settlement is extended beyond the Settlement Date, whether at the request of or due to the default of that Provisional Promotion Recipient. Upon satisfaction of the Entitlement Conditions, a Provisional Promotion Recipient becomes a **Promotion Recipient** for the purpose of terms and conditions.

2.5 If the Eligible Purchaser is entitled to receive the Voucher:

- (a) the redeemable amount of the Voucher will be \$10,000;
- (b) the Voucher will be provided to the Eligible Purchaser at Settlement or as soon as reasonably practicable after Settlement;
- (c) the Full Purchase Price will not be reduced upon Settlement and the Eligible Purchaser will not be entitled to any reduction of the Full Purchase Price;
- (d) the Eligible Purchaser agrees that Peet is not liable to reissue a Voucher or reimburse the Eligible Purchaser for any remaining dollar value on any Vouchers which are lost, stolen, defaced, mutilated or altered;
- (e) Peet is not responsible for notifying the Eligible Purchaser of any changes to the terms and conditions specified by the distributor or issuer of the Voucher and Peet is not liable for any claim by an Eligible Purchaser as a result of any such changes;
- (f) the Voucher cannot be used to obtain or redeem cash; and
- (g) the Voucher can only be used at the Flight Centre store located at Shop 7 Cloisters Arcade (Hay Street entrance) Perth Western Australia.

3. ELIGIBILITY

3.1 Persons must be 18 years of age or older to be eligible to participate in the Promotion.

3.2 In the event of any dispute as to eligibility for the Promotion, eligibility will be determined by Peet having regard to these terms and conditions, and Peet's decision will be final and binding.

4. GENERAL

4.1 The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless otherwise agreed by Peet.

4.2 By delivering to Peet a Buyer Signed Contract for an Eligible Lot, that person is deemed to have accepted these terms and conditions.

4.3 The Promotion may be withdrawn at Peet's discretion, and these terms and conditions may be amended by Peet, at any time during the Promotion Period.

4.4 Failure by Peet to enforce any of its rights under these terms and conditions or

an Executed Contract does not constitute a waiver of those rights.

- 4.5 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.
- 4.6 Nothing in these terms and conditions or any Executed Contract limits, excludes or modifies or purports to limit, exclude or modify 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**).
- 4.7 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.
- 4.8 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.

5. PRIVACY

- 5.1 Peet is collecting personal information associated with the Promotion in order to conduct the Promotion, to assist in providing the products or services a person 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 a person know about products, services or promotional activities which may be of interest until that person informs Peet otherwise.
- 5.2 Peet may share personal information with 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.

- 5.3 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. Peet's privacy policy can be accessed at www.peet.com.au/privacy-policy.
- 5.4 If a person does not want to be contacted by Peet for future commercial communications, they should contact Peet on 08 9420 1111 or by email to perth@peet.com.au and Peet will ensure that their personal information is not used for that purpose.