

SPECIAL CONDITIONS

'Refer a Friend' Annexure

Referral fees

1. Subject to the Buyer complying with these Special Conditions, if the Buyer settles this Contract by the Settlement Date, the Seller will provide:
 - (a) the Incentive to the Buyer at Settlement; and
 - (b) subject to clause 3, the Gift Card to the Referrer as soon as practicable after Settlement.
2. If Settlement is extended beyond the Settlement Date, whether at the request of or due to the default of the Buyer, the Seller is not obliged to provide the Incentive to the Buyer or the Gift Card to the Referrer, but the Seller may do so in the Seller's absolute discretion.
3. The Referrer is not entitled to the Gift Card until the Referrer has completed settlement of the Lot in accordance with the requirements specified in the Sale Contract. If the Referrer is in default under the Sale Contract or if the Sale Contract is terminated for any reason not attributable to the Seller, the Seller is not obliged to provide the Gift Card to the Referrer, but the Seller may do so in the Seller's absolute discretion.

Incentive

4. Subject to the Buyer complying with these Special Conditions, the Buyer may elect to receive the Incentive:
 - (a) at Settlement as a credit against the Purchase Price and other money payable at Settlement by the Buyer to the Seller; or
 - (b) as a Gift Card, provided to the Buyer at Settlement.

The Buyer must make an election as to how the Incentive will be provided promptly after a request by the Seller, otherwise the Seller may determine, at its discretion, how the Incentive will be provided to the Buyer.

Rights exclusive

5. The Buyer's right to receive the Incentive under these Special Conditions cannot be transferred to any other party.
6. The Referrer's right to receive the Gift Card under these Special Conditions cannot be transferred to any other party.

Disclosure of Incentive

7. The Buyer is required to disclose these Special Conditions to the Lending Institution.
8. The Buyer consents to the Seller releasing information regarding these Special Conditions to the Lending Institution without further reference to the Buyer, and upon the Seller receiving a request from the Lending Institution.

Definitions

9. In these Special Conditions:

- (a) **Gift Card** means a prepaid Visa gift card in the amount of \$500.
- (b) **Incentive** means either a Gift Card, or a settlement rebate in the amount of \$500.
- (c) **Lending Institution** means any lending institution providing finance to the Buyer to assist with the purchase of the Property.
- (d) **Lot** means the lot specified in the Schedule.
- (e) **Referrer** means the person specified in the Schedule.
- (f) **Sale Contract** means the sale contract for the purchase of the Lot entered into by the Referrer.

This Promotion is only valid if this Annexure is signed and attached to the Contract of Sale at the time of purchase. Retrospective claims will not be accepted.

SCHEDULE – Referrer details

Referrer name		
Referrer address		
Referrer's lot purchased and name of Estate.	Lot:	
	Contract Date:	
	Estate:	

Signature of Buyer

Signature of Buyer

Signature of Seller / Seller Attorney

Signature of Seller / Seller Attorney

'REFER A FRIEND' PROMOTION**Terms and Conditions:**

1. 'The Refer a Friend' promotion at the Estates (**Promotion**) commences on 1 July 2024 - 30 June 2027 (**Promotion Period**).
2. The Promotion applies to any lot in the Estates (other than lots excluded by the Seller) available for purchase during the Promotion Period (Eligible Lot).
3. If any person that has previously purchased a lot in the Estates (**Referrer**) refers a friend (**Buyer**) to the Seller and the Buyer also purchases a lot in the Estates, then both the Referrer and the Buyer will be eligible for the Promotion, subject to the following terms.
4. The Promotion entitles:
 - (a) the Buyer to select to receive upon settlement of the Eligible Lot an incentive of either a prepaid Visa gift card in the amount of \$500 (**Gift Card**) or a credit of \$500 against the purchase price and other money payable at settlement by the buyer (**Rebate**); and
 - (b) the Referrer to receive a Gift Card upon settlement of the Eligible Lot.
5. To be eligible to receive the Gift Card or the Rebate, the Buyer must:
 - (a) enter into a contract of sale with the Seller to purchase an Eligible Lot during the Promotion Period (**Sale Contract**); and
 - (b) settle the Sale Contract by the settlement date set out in the Sale Contract (**Settlement Date**).
6. The Buyer will not be entitled to the Gift Card or the Rebate if the settlement of the Sale Contract is extended beyond the Settlement Date whether at the request of or due to the default of the buyer.
7. The Referrer is not entitled to the Gift Card until the Referrer has completed settlement of the lot in the Estates purchased by the Referrer, and the Buyer has also completed settlement under the Sale Contract. If the Referrer is in default under the sale contract entered into with the Seller or if that sale contract is terminated for any reason not attributable to the Seller, the Seller is not obliged to provide the Gift Card to the Referrer, but the Seller may do so in the Seller's absolute discretion.
8. The Promotion is subject to any other terms and conditions set out in the Sales Contract.
9. The Promotion may be withdrawn, or these terms and conditions amended (including by extending the Promotion Period), at any time during the Promotion Period.
10. The Promotion annexure needs to be included at the time of purchase and included in the Contract of Sale.
11. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot.
12. In these terms and conditions:
 - (a) 'Estates' means each of the following:
 - Brightwood Baldivis
 - Claravale Hilbert
 - Kennedy Bay Port Kennedy
 - Kinmore Green Darch
 - Mosaic Balcatta
 - Mundi Mundijong
 - (b) 'Seller' means the seller in respect of a lot promoted for sale in the Estates.