

Terms and Conditions

The following terms and conditions apply to the Refer A Friend Campaign for Eligible Estates which will take place between 2 December 2019 and 12 March 2020 (Campaign Period).

1. **Definitions:** In this document:

Gift Card means a pre-paid Visa Gift Card for the value of \$1,000.

Campaign Period means the period between 1 February 2020 and 25 June 2020.

Introducer means a person who has purchased a lot from the Promoter at the Eligible Estate and who is not an external sales agent, builder representative or financial planner.

Introduction Form means the Refer a Friend Introduction Form.

Promoter means Cedar Woods Properties Limited (ABN 47 009 259 081).

Referred Friend means the referred person (referee) referred by the Introducer who enters into a contract for sale with the Promoter to purchase land at the Eligible Estate.

Eligible Estate(s) means The Brook at Byford; Byford on the Scarp.

SECTION A: QUALIFYING FOR THE CAMPAIGN

- An Introducer is a person who has entered into a contract for sale of land with the Promoter in the Eligible Estate.
- A Referred Friend is a person who has not previously enquired about the Eligible Estate.
- The Referred Friend cannot already be a resident or existing owner of land within the Eligible Estate.
- Introductions by an Introducer of a Referred Person may be made by completing and signing a Refer A Friend Introduction Form (**Introduction Form**) and submitting the Introduction Form via email to the below email address or delivering it to the Promoter's Sales Office, Corner of South Western Highway and Nettleton Road, Byford, WA 6122
The Brook at Byford: www.thebrookatbyford.com.au/
Byford on the Scarp: www.byfordonthescarp.com.au/
- The Introduction Form must be received and acknowledged by the Promoter prior to the Referred Friend entering into a contract of sale for a property in the Eligible Estate, the form of acknowledgement being the provision by the Promoter to the Introducer by hand, post, or email of a copy of the Introduction Form signed, dated, and timestamped or time-endorsed by the Promoter.
- The Introducer will only be awarded a Gift Card:
 - where a contract for sale for a property in the Eligible Estate is fully executed on or before 25 June 2020; and
 - if settlement under the contract occurs on or before 21 December 2020.
- Employees of Cedar Woods and their immediate families, are ineligible to participate in this promotion.
- An Introducer may refer more than one Referred Friend during the Campaign Period. A Referred Friend may only be referred once during the Campaign Period.

- Only one Gift Card will be granted in respect of each lot in the Eligible Estate during the Campaign Period.

SECTION B: \$1,000 VISA GIFT CARD

- The Introducer's \$1,000 Gift Card will be activated within 30 days of settlement of the referee's lot.
- Gift Card is not transferable for cash or interchangeable for another incentive or gift card.
- This Gift Card will be provided within 30 days of the conditions in clause 7 being satisfied in relation to a Referred Friend's contract of sale.
- The Gift Card can be collected from Cedar Woods' office, located at Ground Floor, 50 Colin Street, West Perth, WA 6005, following notification from the Promoter advising the card is available. The Introducer must book an appointment during the available collection times and provide photo ID and signature upon collection.

SECTION C: GENERAL TERMS

- Cedar Woods reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the campaign at any time without notice.
- Cedar Woods reserves the right to verify the validity of each Introduction Form and to refuse to accept any Introduction Form that contains inappropriate material or those that were submitted in an inappropriate manner, which may include, but is not limited to actions that breach any relevant laws.
- Cedar Woods accepts no responsibility should injury or accident occur as a result of the campaign. Except for any liability that cannot be excluded by law, the Referred Friend and the Introducer releases Cedar Woods and its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth) from any loss or damage incurred by the Prospective Customer or the Introducer arising from the Program and the use of the Incentive/ Gift Card.

SECTION D: PRIVACY CONSENT

- The Promoter collects personal information ("PI") for the purpose of conducting this promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional upon providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at:

<http://www.cedarwoods.com.au/privacy>

In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, research and profiling purposes, including sending electronic messages or telephoning the entrant. In order to do this, the Promoter may share the entrant's details with internal employees who are contract-bound to protect the entrant's privacy. Entrant's may opt out of future promotional communication or request to have their information changed, edited or updated. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.