



BURNS BEACH

ANNEXURE H

'Land a \$10,000 Spring Bonus' Promotion TERMS AND CONDITIONS

1. 'Land a \$10,000 Spring Bonus' Promotion

The 'Land a \$10,000 Spring Bonus' promotion at Burns Beach (**Promotion**) commences at 9.00 am on Thursday 1 September 2011 and concludes at 5.00 pm on Wednesday 30 November 2011 (**Promotion Period**). The Seller may extend the Promotion at its discretion.

2. Eligible Lot

The Promotion applies to all lots in Burns Beach available for purchase during the Promotion Period (**Eligible Lot**). The Eligible Lots do not include completed homes or lots promoted by the Seller as part of house and land packages, unless otherwise agreed by the Seller. The Seller reserves the right to withdraw any Eligible Lot from sale at any time during the Promotion Period. The Promotion is not valid in conjunction with any other offer or promotion by the Seller.

3. Promotion

The Promotion entitles the Buyer to receive:

- (a) a \$5,000 Barbeques Galore shopping voucher (**Barbeques Galore Voucher**).
- (b) a \$5,000 Flight Centre voucher (**Flight Centre Voucher**).

4. Eligibility

To be eligible to receive the Barbeques Galore Voucher and the Flight Centre Voucher, the Buyer must:

- (a) enter into a contract of sale with the Seller to purchase an Eligible Lot during the Promotion Period (**Contract**);
- (b) effect Settlement under the Contract on the Settlement Date set out in the Contract (**Settlement Date**);
- (c) not transfer the Property to a third party prior to receiving the Barbeques Galore Voucher and the Flight Centre Voucher;
- (d) accept that the extent and amount of the Barbeques Galore Voucher and the Flight Centre Voucher shall be determined by the Seller whose decision shall be final;
- (e) accept that the Barbeques Galore Voucher and the Flight Centre Voucher are not redeemable for cash or any other product or service;

5. General Terms and Conditions

- 5.1. Subject to the Buyer satisfying the eligibility criteria referred to in clause 4 above, the Seller's Agent will authorise release of the Barbeques Galore Voucher and the Flight Centre Voucher.
- 5.2. The Promotion applies to any Contract entered into during the Promotion Period for any one (1) of the Eligible Lots.
- 5.3. The Promotion applies to the Property the subject of the Contract to which these terms and conditions are annexed.
- 5.4. The Buyer will not be entitled to the Barbeques Galore Voucher and the Flight Centre Voucher if Settlement does not occur or if Settlement is extended beyond the Settlement Date, whether at the request of or due to the default of the Buyer.



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- 5.5. The Barbeques Galore Voucher and the Flight Centre Voucher are non-transferable and will become null and void should the Property be on-sold to a third party.
- 5.6. The Promotion is subject to any other terms and conditions set out in the Contract.
- 5.7. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless otherwise agreed by the Seller.
- 5.8. The Promotion may be withdrawn, or these terms and conditions amended, at any time during the Promotion Period with or without reference to the Buyer.
- 5.9. Any monetary values expressed in this Annexure are inclusive of GST.
- 5.10. The Barbeques Galore Voucher and the Flight Centre Voucher are not exchangeable for cash.

6. Barbeques Galore Voucher Terms and Conditions

- 6.1. The Barbeques Galore Voucher offer applies to the Property the subject of the Contract to which these terms and conditions are annexed
- 6.2. The Barbeques Galore Voucher offer entitles the Buyer to receive a voucher to spend at Barbeques Galore stores throughout Australia in the sum of \$5,000 (inclusive of GST).
- 6.3. The Barbeques Galore Voucher offer is valid for six (6) months from the Settlement Date and must be claimed by the purchaser within this time period or the offer will become null and void.
- 6.4. Subject to the Buyer satisfying the eligibility criteria referred to in clause 4, the Seller will authorise the release of the Barbeques Galore Voucher.
- 6.5. The Barbeques Galore Voucher is not transferrable and will become null and void should the Property be on-sold to a third party.
- 6.6. The Barbeques Galore Voucher offer is subject to any other terms and conditions set out in the Contract.

7. Flight Centre Voucher Terms and Conditions

- 7.1. The Flight Centre Voucher offer applies to the Property the subject of the Contract to which these terms and conditions are annexed
- 7.2. The Flight Centre Voucher offer entitles the Buyer to receive a voucher to spend at Flight Centre stores throughout Australia in the sum of \$5,000 (inclusive of GST).
- 7.3. The Flight Centre Voucher offer is valid for six (6) months from the Settlement Date and must be claimed by the purchaser within this time period or the offer will become null and void.
- 7.4. Subject to the Buyer satisfying the eligibility criteria referred to in clause 4, the Seller will authorise the release of the Flight Centre Voucher.
- 7.5. The Flight Centre Voucher is not transferrable and will become null and void should the Property be on-sold to a third party.
- 7.6. The Flight Centre Voucher offer is subject to any other terms and conditions set out in the Contract.

8. Definitions

In these terms and conditions:

Buyer means the person named as 'the Buyer' in the Contract to which these terms and conditions are annexed;

Promotion Period means 9.00 am on Thursday 1 September 2011 to 5.00 pm on Wednesday 30 November 2011;



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Property means the property the subject of the Contract for Sale to which these terms and conditions are annexed;

Seller means Peet Limited (ACN 008 665 834) as trustee for the Burns Beach Property Trust; and

Seller's Agent means Peet Estates (WA) Pty Ltd (ACN 126 674 431).