



## ANNEXURE H

### 'Bonus Range Rover Evoque' Promotion TERMS AND CONDITIONS

#### 1. 'Bonus Range Rover Evoque' Promotion

The 'Bonus Range Rover Evoque' promotion at Burns Beach (**Promotion**) commences at 9:00 am (WST) on 1 December 2011 and concludes on the date being the earlier of 5:00 pm (WST) on 29 February 2012 or when five (5) Eligible Lots have been sold (**Promotion Period**).

#### 2. Eligible Lot

- 2.1. The Promotion applies to all lots in Burns Beach Stage 3 available for purchase during the Promotion Period with an advertised value of at least \$550,000 (**Eligible Lot**).
- 2.2. The Seller reserves the right to withdraw any Eligible Lot from sale at any time during the Promotion Period.

#### 3. Promotion

- 3.1. The Promotion entitles an Eligible Buyer to receive one (1) x standard 2011 White Range Rover Evoque 5 Door TD4 Pure Six Speed Manual (**Vehicle**) including prepayment by the Seller of:
  - (a) all on road costs;
  - (b) six (6) months registration and compulsory third party insurance (with an insurer nominated by the Seller);
  - (c) dealer delivery charges; and
  - (d) transfer duty.
- 3.2. All optional extras and accessories, additional insurance, fuel, personal costs and all other ancillary or related costs are excluded.
- 3.3. Acceptance of the Vehicle is subject to and conditional upon the Buyer being able to lawfully take possession of the Vehicle and comply with all registration and compulsory third party insurance requirements of the State of Western Australia.
- 3.4. The Vehicle will be supplied to an Eligible Buyer by Barbagallo Land Rover of 354 Scarborough Beach Road, Osborne Park, Western Australia (**Supplier**).

#### 4. Eligibility

To be eligible to receive the Standard Vehicle, the Buyer must:

- (a) be one (1) of the first five (5) buyers to enter into a contract of sale with the Seller to purchase an Eligible Lot during the Promotion Period (**Contract**);
- (b) satisfy any conditions under the Contract at least fourteen (14) days prior to the Settlement Date (**Unconditional Contract Date**);
- (c) effect Settlement under the Contract on the Settlement Date set out in the Contract (**Settlement Date**);
- (d) not transfer the Property to a third party prior to receiving the Vehicle, (together, **Eligibility Criteria**).

#### 5. Order and variation

- 5.1. Subject to clause 5.2 and the Buyer satisfying the Eligibility Criteria, the Seller will place an order for the Vehicle with the Supplier as soon as practicable.
- 5.2. The Seller agrees to use its reasonable endeavours to facilitate any reasonable request by the Buyer to add any available factory options at the Buyer's cost (**Order Variations**).



- 5.3. Within fourteen (14) days after the Unconditional Contract Date (**Latest Date**), the Buyer must liaise with the Supplier to determine the availability and cost of any Order Variations based on the Vehicle and provide to the Seller documentation from the Supplier containing the Order Variations (**Order Variation Document**).
- 5.4. If the Buyer has not provided an Order Variation Document to the Seller by the Latest Date, the Seller will order the Vehicle and the Buyer agrees that it will accept delivery of the Vehicle.
- 5.5. The Buyer indemnifies the Seller for the costs of any Order Variation and acknowledges that the Supplier may invoice it directly for the costs of any Order Variation.
- 5.6. The Buyer agrees to provide all information and sign all documentation necessary to enable the Supplier to register the Vehicle in the name of the Buyer prior to expected delivery date.
- 5.7. The Buyer acknowledges that the delivery date for the Vehicle is subject to availability and at the discretion of the Supplier.
- 5.8. The Seller does not warrant that the Vehicle will be delivered by a certain date and the Buyer acknowledges that the Seller has made no representations about the expected delivery date.

## 6. General Terms and Conditions

- 6.1. The Promotion applies to the Property the subject of the Contract to which these terms and conditions are annexed.
- 6.2. The Buyer will not be entitled to receive the Vehicle 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.
- 6.3. The Promotion is subject to any other terms and conditions set out in the Contract.
- 6.4. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless otherwise agreed by the Seller.
- 6.5. 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.
- 6.6. The Vehicle is not exchangeable for cash or any reduction in the Purchase Price.
- 6.7. Failure by the Seller to enforce any of its rights under these terms and conditions or the Contract does not constitute a waiver of those rights.
- 6.8. Entry into the Contract is deemed acceptance of these terms and conditions.
- 6.9. Nothing in these terms and conditions or the 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), as well as any other implied warranties under the *Australian Securities and Investment Commission Act 2001* (Cth) or similar consumer protection laws in Western Australia (**Non-Excludable Guarantees**).
- 6.10. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Seller (including its respective officers, employees and agents) excludes all liability, for any personal injury; or any loss or damage; whether direct, indirect, special or consequential, arising in any way out of the Promotion or ownership of the Vehicle.

## 7. 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;

**Eligible Buyer** means a Buyer that has satisfied the Eligibility Criteria.

**Vehicle** means the Standard Vehicle or the Modified Vehicle as the context requires.

**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.