



BURNS BEACH

## ANNEXURE H

### **'Summer Land a Bonus' Promotion TERMS AND CONDITIONS**

1. The 'Summer Land a Bonus' promotion at Burns Beach (**Promotion**) commences at 9am on Wednesday 1 December 2010 and concludes at 5pm on Monday 28 February 2011 (**Promotion Period**). The Seller may extend the Promotion at its discretion.
2. The Promotion applies to lots 344, 345, 572 – 574, 585 – 588, 600, 604 – 611, 617, 618, 619, 621, 627 – 630, 636 – 640, 642, 645 – 647, 653 & 677 in Burns Beach available for purchase during the Promotion Period (**Eligible Lot**). Each Eligible Lot does 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.
3. The Promotion entitles the Buyer to select to receive a rebate (**Rebate**) of one of the following:
  - a) \$30,000 towards construction of the Buyer's home (to be paid to the Buyer's chosen builder);
  - b) \$30,000 Harvey Norman shopping voucher; or
  - c) \$30,000 towards construction of a swimming pool (to be paid to the Buyer's chosen swimming pool contractor)
4. To be eligible to receive 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**);
  - (b) effect Settlement under the Sale Contract on the Settlement Date set out in the Sale Contract (**Settlement Date**);
  - (c) achieve Commencement of Construction to the Seller's satisfaction and strictly in accordance with the applicable development approval and building licence no later than the date being two (2) years from the Settlement Date;
  - (d) apply to the **Seller Agent** for the Rebate selected by the Buyer within thirty (30) days of Commencement of Construction having occurred; and
  - (e) in the case of the Buyer selecting the Rebate under clause 3(a) or clause 3(c) provide the Seller with a proper tax invoice from the Buyer's builder or the Buyer's swimming pool contractor (as the case may be).
5. Subject to the Buyer satisfying the eligibility criteria referred to in clause 4 above and inspection of the Property by a Peet employee the Seller Agent will authorise payment of the Rebate.
6. The Promotion applies to any Contract for Sale entered into during the Promotion Period for any one (1) of the Eligible Lots.
7. The Promotion applies to the Property the subject of the Contract for Sale to which these terms and conditions are annexed.
8. The Buyer will not be entitled to the Rebate 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.
9. The Rebate is non-transferable and will become null and void should the Property be on-sold to a third party.



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10. The Promotion is subject to any other terms and conditions set out in the Contract for Sale.
11. The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Lot, unless otherwise agreed by the Seller.
12. 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.
13. Any monetary values expressed in this Annexure are inclusive of GST.
14. The Rebate is not exchangeable for cash.
15. In these terms and conditions:
  - (a) **Buyer** means the person named as 'the Buyer' in the Contract for Sale to which these terms and conditions are annexed;
  - (b) **Commencement of Construction** means the placement of footings/foundations and the pouring of the ground floor level slab on the Property;
  - (c) **Promotion Period means 1 December 2010 to 28 February 2011.**
  - (d) **Property** means the property the subject of the Contract for Sale to which these terms and conditions are annexed; and
  - (e) **Seller Agent** means Peet Estates (WA) Pty Ltd (ACN 126 674 431)