

TERMS AND CONDITIONS

Googong Township Resident Referral Offer ('Promotion')

Promotion Details

1. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, Googong Township means Googong Township Pty Ltd (ACN 154 514 593).*
2. *The Promotion runs from 5 April 2020 until 31 December 2020 ('Promotion Period').*
3. *The Promotion only applies to lots within Googong Township's proposed development at Googong, New South Wales, which are nominated by Googong Township from time to time as being eligible for the Promotion ('Eligible Lots').*
4. *The Promotion is only valid for Eligible Participants during the Promotion Period, and is correct as at the time of publication, but may change at Googong Township's absolute discretion at any time.*
5. *Persons who are eligible to participate in the Promotion are purchasers who have entered into or completed settlement of a contract of sale to purchase a lot directly from Googong Township, as vendor, within Googong Township's proposed development at Googong, New South Wales ('Eligible Participants').*
6. *Eligible Participants should contact Googong Township on 1300 446 646 and make appropriate enquiries with Googong Township in respect of the Eligible Lots (which must be within Googong Township's proposed development at Googong, New South Wales) for which they are interested in referring a new party ('Referred Purchaser') to Googong Township, prior to the Referred Purchaser entering into a contract of sale, to confirm the Eligible Participant's eligibility for the Promotion.*
7. *The following parties are excluded from being deemed Referred Purchasers for the purposes of the Promotion:*
 - a. *Purchasers who have previously entered into or completed settlement of a contract of sale to purchase a lot directly from Googong Township, as vendor, within Googong Township's proposed development at Googong, New South Wales; and*
 - b. *a person who has within sixty (60) days prior to the date of the written notice held any discussions, inquiries or negotiations with Googong Township as to the purchase of an Eligible Lot (in the form(s) required by Googong Township acting reasonably from time to time). For the avoidance of doubt, any contact between a person and Googong Township which is recorded on the Googong CRM database will be deemed conclusive evidence of a discussion, inquiry or negotiation for the purposes of this clause.*
8. *Googong Township gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any advertisement, publication or statement except for any liability which cannot be excluded by law.*

Eligibility

9. *Each Eligible Participant who complies with the following conditions will receive a payment via EFT to the value of \$1,000.00 ('Payment'):*
 - a. *the Eligible Participant must be an individual person;*

- b. *the Eligible Participant must have entered into or completed settlement of a contract of sale for the purchase of a lot directly from Googong Township, as vendor, within Googong Township's proposed development at Googong, New South Wales;*
 - c. *the Eligible Participant must give Googong Township written notice identifying the Referred Purchaser, prior to the Referred Purchaser's entry into a contract of sale for an Eligible Lot during the Promotion Period;*
 - d. *The Referred Purchaser must give Googong Township written notice that they were referred to Googong Township by the Eligible Participant and no other party during the Promotion Period;*
 - e. *the Referred Purchaser must enter into a contract of sale for an Eligible Lot on or before 31 December 2020 ('Purchase Contract');*
 - f. *the Referred Purchaser must pay the deposit specified in the Purchase Contract in accordance with the Purchase Contract; and*
 - g. *the Referred Purchaser must cause the Purchase Contract to become unconditional as to any matter within the Referred Purchaser's control (including but not limited to the Referred Purchaser obtaining unconditional finance approval) in accordance with the Purchase Contract.*
10. *Notwithstanding the foregoing in clause 9, directors of Googong Township's guild and partner builders are excluded from being deemed an Eligible Participant for the purposes of the Promotion.*
11. *Provided the terms and conditions of this Promotion are complied with in full, each Eligible Participant will receive a Payment to the value of \$1,000.00 in accordance with these terms and conditions.*
12. *Only 1 Payment will be given by Googong Township in respect of any Eligible Lot regardless of the number of purchasers entering to the Purchase Contract any Eligible Lot.*
13. *Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Payment are the sole responsibility of the recipient thereof.*
14. *The Payment is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable for a discount or rebate on the purchase price of an Eligible Lot unless agreed to by Googong Township (at its absolute discretion).*
15. *In the event of any dispute as to eligibility for the Promotion, including a decision by Googong Township to offer a Payment to an Eligible Purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined by Googong Township and Googong Township's decision will be final and binding.*
16. *Eligible Participants acknowledge that if they receive a Payment they:*
- a. *are bound by all terms and conditions relating to the Payment and the Promotion;*
 - b. *agree not to make any claim or objection against Googong Township; and*
 - c. *if required by law, will disclose the Payment to its financiers, relevant authorities and government agencies.*
17. *Each Eligible Participant entitled to the Payment will be telephoned or emailed on exchange of the Purchase Contract and provided with a form to complete and return within 7 days in order to claim the Payment..*

18. *Each Eligible Participant and Referred Purchaser agrees that where Googong Township cannot reasonably contact the relevant Eligible Participant or Referred Purchaser within three (3) months of exchange of the Purchaser Contract for the relevant Eligible Lot and the terms and conditions set out herein have been complied with, the Payment will be forfeited to Googong Township and the Eligible Purchaser or Referred Purchaser will have no further claim or recourse against Googong Township.*
19. *Eligible Participants acknowledge that:*
 - a. *any failure to provide Googong Township with written notice specified in clause 9(c) will make the Eligible Participant and Referred Purchaser ineligible for the Promotion; and*
 - b. *Googong Township will not be liable to reissue Payment or reimburse any Eligible Participant if the banking details provided to Googong Township were incorrect resulting in the funds to be transferred incorrectly.*

General Terms of the Promotion

20. *Googong Township will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion except for any liability which cannot be excluded by law, nor for any restriction of Googong Township's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.*
21. *Googong Township may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Eligible Lots or shortening or extending the Promotion Period.*
22. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

Privacy

23. *Googong Township collects personal information in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Googong Township may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the individual informs Googong Township otherwise.*
24. *Googong Township may also share individuals' information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Googong Township may also disclose personal information to third parties as required by Australian regulatory authorities.*
25. *Googong Township is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to Googong Township's privacy policy. To view Googong Township's privacy policy please visit <http://www.peet.com.au/privacy-policy>. Participants should direct any request to access, update or correct personal information to Googong Township.*