

# Terms and Conditions

The following terms and conditions apply to the Refer A Friend Campaign for Eligible Estates which will take place between 24 August 2018 and 30 June 2020 (Campaign Period).

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

**Gift Card** means a pre-paid Visa Gift Card for the value of \$500.

**Campaign Period** means the period between 30 August 2018 and 30 June 2020.

**Introducer** means a person who has purchased a lot from the Promoter at an 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 an Eligible Estate.

**Eligible Estate(s)** means the following estates: Bushmead; The Brook at Byford; Byford on the Scarp; Emerald Park; Millars Landing; The Rivergums; Karmara; and Ariella Private Estate.

## 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 an Eligible Estate.
- A Referred Friend is a person who has not previously enquired about an Eligible Estate.
- The Referred Friend cannot already be a resident or existing owner of land within an 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 relevant estate email address (*listed below*) or delivering it to the Promoter's Sales Office.  
**Bushmead:** [bushmeadestate@cedarwoods.com.au](mailto:bushmeadestate@cedarwoods.com.au)  
**The Brook at Byford:** [thebrook@cedarwoods.com.au](mailto:thebrook@cedarwoods.com.au)  
**Byford on the Scarp:** [byfordscarp@cedarwoods.com.au](mailto:byfordscarp@cedarwoods.com.au)  
**Emerald Park:** [emeraldparkestate@cedarwoods.com.au](mailto:emeraldparkestate@cedarwoods.com.au)  
**Millars Landing:** [millarslanding@cedarwoods.com.au](mailto:millarslanding@cedarwoods.com.au)  
**The Rivergums:** [therivergums@cedarwoods.com.au](mailto:therivergums@cedarwoods.com.au)  
**Karmara:** [karmara@cedarwoods.com.au](mailto:karmara@cedarwoods.com.au)  
**Ariella Private Estate:** [ariella@cedarwoods.com.au](mailto:ariella@cedarwoods.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 an 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 an Eligible Estate is fully executed within the Campaign Period; and
  - if settlement under the contract occurs on or before the settlement date specified in the contract for sale.
- 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 an Eligible Estate during the Campaign Period.

## SECTION B: \$500 VISA GIFT CARD

- The Introducer's \$500 Gift Card will be activated within 30 days of settlement of the referee's lot.
- Gift Card 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.

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## SECTION D: PRIVACY CONSENT

8. 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.