



TERMS AND CONDITIONS OF THE 'REFER A FRIEND' Promotion

The 'Refer a Friend' Promotion (**Promotion**) is subject to the following terms and conditions:

1. Definitions

In this document:

Additional Special Conditions means the additional special condition in the Contract which is associated with the Refer a Friend Rebate;

Agent means any agent appointed by the Vendor to assist with the sale and marketing of the Nominated Lots;

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;

Contract means a contract of sale in respect of a Nominated Lot;

Developer means Synergy Living Developments Pty Ltd ACN 623 566 941;

Development means the development known as Springridge;

Gift Card has the meaning given to it in clause 3.1;

Nominated Lot has the meaning given to it in clause 2.1;

Purchaser has the meaning given to it in clause 3.1.1;

Refer a Friend Rebate has the meaning given to it in clause 4.1;

Referrer means the person, individual or entity who has referred a purchaser to the Developer;

Settlement means settlement under a Contract;

Settlement Date means the settlement date stipulated in the Contract; and

Vendor means the registered proprietor(s) of the Nominated Lots,

and like words have a corresponding meaning.

2. Nominated Lot

2.1 The Developer may at any time and without notice to anyone:

2.1.1 nominate lots within the Development to be subject to this Promotion (**Nominated Lots**);

2.1.2 withdraw such nomination, so that the Nominated Lot is no longer subject to this Promotion; and

2.1.3 determine, in its absolute discretion, to terminate or end this Promotion.



2.2 This Promotion is only available to the Nominated Lots, and will remain available until such time that the:

2.2.1 Nominated Lot is sold;

2.2.2 nomination is withdrawn in accordance with clause 2.1.2; or

2.2.3 Developer determines, in its absolute discretion, to terminate or end the Promotion.

3. Gift Card to Referrer

3.1 If:

3.1.1 the Referrer refers a person, individual, entity or company to the Vendor, Developer or the Agent, and such person, individual entity or company:

(a) is not already known to the Vendor, Developer or Agent; and

(b) enters into a Contract with the Vendor (on terms acceptable to the Vendor in its absolute discretion),

(**Purchaser**); and

3.1.2 the Purchaser pays the deposit on time and satisfies any condition precedent under the Contract by the relevant due date (as agreed and specified in the Contract),

the Developer will, within 60 days from the day on which:

3.1.3 the Contract is fully executed; and

3.1.4 clause 3.1.2 is satisfied,

provide the Referrer a pre-paid debit card amounting to \$1,500 (**Gift Card**).

3.2 The Referrer must:

3.2.1 collect the Gift Card from a time and location of the Developer's choosing, failing which the Referrer is deemed to have abandoned, relinquished and foregone its right to receive the Gift Card under this Promotion, and the Referrer will no longer be entitled to receive the Gift Card;

3.2.2 only use the Gift Card for legal purposes; and

3.2.3 comply with all terms and conditions associated with the Gift Card, including any terms and conditions which may be imposed by the issuer of the Gift Card.

3.3 If the Vendor or Developer is unable to contact the Referrer (acting reasonably), the Referrer is deemed to have abandoned, relinquished and foregone its right to receive the Gift Card under this Promotion, and the Vendor, Developer and Agent will not be required to provide the Gift Card to the Referrer.



- 3.4 The Vendor, Developer and the Agent make no representations or warranty in relation to:
- 3.4.1 whether the Gift Card will be suitable for the Referrer's purpose; and
 - 3.4.2 the usability of the Gift Card,
- and the Referrer must not Claim against the Vendor, Developer and Agent for any matters associated with the Gift Card.
- 3.5 If the Gift Card becomes void, damaged, lost, stolen, defaced, altered, tampered with, or cannot be used or redeemed for any reason whatsoever:
- 3.5.1 the Referrer must not Claim against the Vendor, Developer or Agent; and
 - 3.5.2 without limiting the operation of clause 3.5.1, the Developer will not be required to reissue the Gift Card or reimburse the Referrer.
- 3.6 The Referrer must indemnify the Vendor, Developer and Agent for any loss or damage suffered as a result of, in connection with, or contributed to by, the Referrer's use of the Gift Card.
- 3.7 The Gift Card is:
- 3.7.1 personal to the Referrer and must not be transferred, assigned or novated to any other person, company, individual or entity; and
 - 3.7.2 not exchangeable for monetary payment or a discount or rebate on the purchase price of the Nominated Lot.
- 4. Refer a Friend Rebate**
- 4.1 The Purchaser will be entitled to a rebate of \$1,500 (inclusive of GST) (**Refer a Friend Rebate**), provided that the Purchaser complies with the terms and conditions associated with the Refer a Friend Rebate that are included in the Contract by way of an Additional Special Condition.
- 4.2 Without limiting the terms and conditions associated with the Refer a Friend Rebate that may be included in the Contract, the following terms and conditions will be included in the Additional Special Condition:
- 4.2.1 The Refer a Friend Rebate is subject to and conditional upon the Purchaser effecting settlement when due under the Contract;
 - 4.2.2 The Refer a Friend Rebate is personal to the Purchaser and may not be assigned (to a nominee under the Contract or otherwise) unless with the prior written consent of the Vendor;
 - 4.2.3 The Refer a Friend Rebate is subject always to the Purchaser complying with the terms of the Contract, including settling when due under the Contract;
 - 4.2.4 The Refer a Friend Rebate may be revoked by the Vendor if the Purchaser does not comply with the terms and conditions associated with the Refer a Friend Rebate; and



4.2.5 The Refer a Friend Rebate is confidential, except to the extent required to be disclosed to a party's financiers, advisers or by law.

4.3 The parties may agree to a rebate that is in addition to the Refer a Friend Rebate (**Other Rebate**), and in such circumstances, the Vendor may:

4.3.1 combine the Other Rebate with the Refer a Friend Rebate; and

4.3.2 insert only one additional special condition in the Contract which covers both the Other Rebate and the Refer a Friend Rebate,

and if the Vendor does so, the Purchaser must not Claim against the Vendor, Developer and/or Agent on the basis that the Purchaser has not received the Refer a Friend Rebate.

5. **Photography and Marketing**

The Purchaser and Referrer acknowledge and agree that:

5.1 the Developer and/or the Vendor (as the case may be) may take photographs of the Referrer and the Purchaser for the purpose of advertising this Promotion, Development and/or any lots within the Development;

5.2 the Purchaser and the Referrer consent to:

5.2.1 having their photographs taken (as contemplated in clause 5.1); and

5.2.2 the Developer and/or the Vendor (as the case may be) using their photographs for any marketing or advertising associated with this Promotion, the Development and/or any lots within the Development; and

5.3 they will not Claim against the Developer and/or the Vendor (as the case may be) for any reason or matter arising out of, in connection with or related to, this clause 5.

6. **Dispute**

If there are any disputes associated or in connection with this Promotion, the Developer may issue a determination in respect of such dispute, and the Developer's decision will be final and binding.

7. **No Liability**

The Vendor and the Developer accept no responsibility for any tax or stamp duty liabilities that may arise from you receiving this Promotion. To the extent permitted by law, the Vendor and the Developer deny any liability for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss of revenue or profit) and/or personal injury suffered or sustained in connection with this Promotion.



8. Indemnity

You agree to indemnify the Vendor and the Developer in respect of all losses and damages suffered by the Vendor and/or Developer arising out of, or in connection with, this Promotion.

9. Inconsistency

If there is any inconsistency between these terms and the Contract, then the Contract will prevail.

10. Limitations

Unless otherwise determined by the Developer, this Promotion:

- 10.1 will not apply in conjunction with any other offers or promotions; and
- 10.2 may only be claimed once per Nominated Lot.

11. Laws

This Promotion is governed by the law of the State of Victoria, Australia.