

West Hamptons Pottery Barn Gift Promotion

DISCLAIMER

The 'West Hamptons Pottery Barn Gift Promotion' (**Promotion**) only applies for a limited time and is subject to the terms and conditions outlined below, which are available on the Promotion webpage at www.westhamptonsapartments.com.au/about/pottery-barn-gift (**Promotion Webpage**). The Promotion only applies to those apartments specified on the Promotion Website in Peet's 'Coastal Village Centre - West Hamptons Apartments' development at Shorehaven, Alkimos in Western Australia - these are the 'Eligible Apartments' referred to in clause 1.3. The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of any Peet product including any apartment in Peet's 'Coastal Village Centre - West Hamptons Apartments' development at Shorehaven, Alkimos.

Potential purchasers should review any such contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

TERMS AND CONDITIONS

1. PROMOTION DETAILS

- 1.1 In these terms and conditions, and in any marketing material and advertisements relating to the Promotion, **Peet** means Peet Limited ACN 008 665 834 and its related bodies corporate including, but not limited to, Shorehaven Village Pty Ltd ACN 605 817 767 and, where applicable, the joint venture partners of any of the above entities.
- 1.2 The Promotion described in these terms and conditions commences at 9.00am (WST) on Friday 26th February 2016 and will conclude at 11.59pm (WST) on a date to be nominated by Peet and posted on the Promotion Webpage not later than seven days before the nominated last day (**Promotion Period**). Peet may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion Webpage. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.3 The Promotion only applies to those apartments specified on the Promotion Website for sale in Peet's 'Coastal Village Centre - West Hamptons Apartments' development at Shorehaven, Alkimos as specified on the Promotion Webpage (**Eligible Apartments**). Peet may vary the Eligible Apartments (including the number of Eligible Apartments) at its sole discretion during the Promotion Period. Details of the Eligible Apartments as varied from time to time will be posted on the Promotion Webpage.
- 1.4 The Promotion is only valid during the Promotion Period. The Promotion details set out in these terms and conditions are correct at the time of their first publication, but may change at Peet's absolute discretion at any time. Peet will post any changes to the Promotion details (including these terms and conditions) on the Promotion Webpage.

- 1.5 The Promotion is generally described as follows, with further details set out in these terms and conditions.

As a special offer for purchasers of apartments in Peet's 'Coastal Village Centre - West Hamptons Apartments' development at Shorehaven, Alkimos who, during the Promotion Period, enter into a contract to purchase an Eligible Apartment and subsequently effect settlement, Peet will give to the purchaser at the time of settlement a Pottery Barn voucher to the value of:

- *\$1,000 for the purchase of a one-bedroom Eligible Apartment;*
- *\$2,000 for the purchase of a two-bedroom Eligible Apartment; and*
- *\$3,000 for the purchase of a three-bedroom Eligible Apartment, redeemable at any Pottery Barn store in Western Australia.*

- 1.6 Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. POTTERY BARN VOUCHER

- 2.1 Subject to these terms and conditions, a person who, during the Promotion Period, enters into a binding contract to purchase an Eligible Apartment (**Eligible Purchaser**) will, subject to these terms and conditions, be entitled to receive a voucher issued by Williams-Sonoma Australia Pty Ltd ACN 157 917 783 or a related body corporate (as defined in the *Corporations Act 2001* (Cth)) of that corporation to the value of:

- (a) \$1,000 where a one-bedroom Eligible Apartment is purchased;
- (b) \$2,000 where a two-bedroom Eligible Apartment is purchased; or
- (c) \$3,000 where a three-bedroom Eligible Apartment is purchased,

(**Voucher**) at the time of settlement of the sale of that Eligible Apartment (**Settlement**).

- 2.2 To be eligible to receive the Voucher, an Eligible Purchaser must have delivered to Peet during the Promotion Period a contract to purchase an Eligible Apartment which is signed by that Eligible Purchaser and which complies with Peet's requirements for contracts for the purchase of Eligible Apartments (**Buyer Signed Contract**). Upon doing so, such an Eligible Purchaser will become a Provisional Promotion Recipient for the purpose of these terms and conditions.

- 2.3 To be eligible to receive the Voucher, a Provisional Promotion Recipient's Buyer Signed Contract must be executed by Peet and be valid and binding. In addition, the Provisional Promotion Recipient must:

- (a) satisfy any condition concerning the obtaining of finance approval within the time period for doing so specified in the Buyer Signed Contract as executed by Peet (**Executed Contract**);
- (b) satisfy any other conditions under the Executed Contract prior to the date for Settlement as set out in the Executed Contract (**Settlement Date**);
- (c) effect Settlement under the Executed Contract on the Settlement Date; and

- (d) not transfer the Eligible Apartment which is the subject of the Executed Contract to a third party prior to Settlement,

(Entitlement Conditions).

2.4 A Provisional Promotion Recipient will not be entitled to receive the Voucher if all of the Entitlement Conditions are not satisfied. For example: a Provisional Promotion Recipient will not be entitled to receive the Voucher where Settlement does not occur or where Settlement is extended beyond the Settlement Date, whether at the request of or due to the default of that Provisional Promotion Recipient. Upon satisfaction of the Entitlement Conditions, a Provisional Promotion Recipient becomes a **Promotion Recipient** for the purpose of terms and conditions.

2.5 If the Eligible Purchaser is entitled to receive the Voucher:

- (a) the redeemable amount of the Voucher will be:
 - (i) \$1,000 where a one-bedroom Eligible Apartment is purchased;
 - (ii) \$2,000 where a two-bedroom Eligible Apartment is purchased; or
 - (iii) \$3,000 where a three-bedroom Eligible Apartment is purchased;
- (b) the Voucher will be provided to the Eligible Purchaser at Settlement or as soon as reasonably practicable after Settlement;
- (c) the Full Purchase Price will not be reduced upon Settlement and the Eligible Purchaser will not be entitled to any reduction of the Full Purchase Price;
- (d) the Eligible Purchaser agrees that Peet is not liable to reissue a Voucher or reimburse the Eligible Purchaser for any remaining dollar value on any Vouchers which are lost, stolen, defaced, mutilated or altered;
- (e) Peet is not responsible for notifying the Eligible Purchaser of any changes to the terms and conditions specified by the distributor or issuer of the Voucher and Peet is not liable for any claim by an Eligible Purchaser as a result of any such changes; and
- (f) the Voucher cannot be used to obtain or redeem cash.

3. ELIGIBILITY

4.1 Persons must be 18 years of age or older to be eligible to participate in the Promotion.

4.2 In the event of any dispute as to eligibility for the Promotion, eligibility will be determined by Peet having regard to these terms and conditions, and Peet's decision will be final and binding.

4. GENERAL

- 4.1 The Promotion cannot be used in conjunction with any other promotion or offer relating to an Eligible Apartment, unless otherwise agreed by Peet.
- 4.2 By delivering to Peet a Buyer Signed Contract for an Eligible Apartment, that person is deemed to have accepted these terms and conditions.
- 4.3 The Promotion may be withdrawn at Peet's discretion, and these terms and conditions may be amended by Peet, at any time during the Promotion Period.
- 4.4 Failure by Peet to enforce any of its rights under these terms and conditions or an Executed Contract does not constitute a waiver of those rights.
- 4.5 Peet 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 Peet's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.
- 4.6 Nothing in these terms and conditions or any Executed 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) or other consumer protection laws in Western Australia which cannot be contracted out of (**Non-Excludable Guarantees**).
- 4.7 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Peet (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 4.8 Peet 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 concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.

5. PRIVACY

- 5.1 Peet is collecting personal information associated with the Promotion in order to conduct the Promotion, to assist in providing the products or services a person has requested (if any), and to improve its products and services. Peet 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 a person know about products, services or promotional activities which may be of interest until that person informs Peet otherwise.

- 5.2 Peet may share personal information with persons or entities who assist it in providing its products or services or running competitions or trade promotions. Peet may also disclose personal information to third parties as required or authorised by law. Peet does not routinely disclose personal information overseas.
- 5.3 Peet's privacy policy explains how a person can seek to access and/or correct the personal information that Peet holds about them, as well as how a person can make a complaint about the way in which Peet handles their personal information and how Peet deals with complaints. Peet's privacy policy can be accessed at www.peet.com.au/privacy-policy.
- 5.4 If a person does not want to be contacted by Peet for future commercial communications, they should contact Peet on 08 9420 1111 or by email to perth@peet.com.au and Peet will ensure that their personal information is not used for that purpose.