

# Promotion Terms & Conditions



## Refer a Friend or Family member and receive \$1,000

Designed with residents in mind, Alira's masterplan community invites you to refer a friend or family member to purchase at the estate, in exchange for a \$1,000 reward payment at settlement!



## Refer and Receive \$1,000 Promotion

- This promotion is being conducted by Berwick Waterways Land Owners Co Pty Ltd ("Promoter") of Suite 11, 860 Doncaster Road, Doncaster East, Victoria, 3108.
- The promotion commences at 9am (Melbourne time) on 1st July 2024 and ends at 5pm (Melbourne time) on 30th December 2024 ("Promotional Period").
- In these terms and conditions, a referrer is a person aged 18 years or over who provides their friends' or family members' contact details to the Promoter ("Referrer") and the referred person is the person referred to the Promoter by the Referrer.
- A Referrer will be entitled to \$1,000 payable via a pre paid visa card ("Reward") if:
  - the Referrer has completed the Promoter's approved promotion application form and returned it to a sales consultant in respect of the Promoter's project named 'Alira' located at Berwick ("Alira at Berwick");
  - the sales consultant and the Promoter have verified that the referred person is not a person whose details the Promoter already holds on its customer enquiry database;
  - the referred person enters into an unconditional contract of sale to purchase a lot at Alira within the Promotional Period and settles the contract within 90 days of title registration.
  - the lead / sale is a "new" Lead generated by the referrer prior to the lead coming to Alira and not already registered or previously on the database, the referrer needs to be the motivation for the lead to be generated.
  - the lot must be settled prior to the reward being paid.
- The Promoter will alert and seek payment details from eligible Referrers by telephone, mail or email to the address specified in the application form for the Referrer within 14 days after the date of settlement of the referred person's contract to purchase a lot at Alira ("Settlement Date"). The Promoter will process payment of the Reward within 44 days after Settlement Date, provided that a response is received from the eligible Referrers within 30 days after the Settlement Date.
- Referrers are only eligible for one Reward per Lot.
- Referrals submitted to the Promoter outside the Promotional Period are not eligible for consideration in the promotion.
- In the case of two Referrers referring the same person, only the first received application form will be accepted.
- The Promoter will not be liable for lost or stolen Rewards. The Promoter will not be liable for any loss that occurs as a result of any failure of the Referrer to provide accurate electronic funds transfer details.
- The Referrer agrees to inform the referred person of the Referrer's entry into this promotion and of the amount of the Reward, and obtain the referred person's consent to provide their personal information to the Promoter for the purposes of entry into this promotion.
- The Promoter reserves the right to verify the validity of any applications (including a Referrer or referred person's identity, age, address and eligibility details).
- Entry details remain the property of the Promoter. To the extent practicable, all Referrers agree to be involved in marketing and promotional activities conducted by the Promoter, including but not limited to media appearances, and give their express permission for their names and images to be displayed in conjunction with any marketing or promotional activities conducted by the Promoter during the Promotional Period and within one year of the end of the Promotional Period. The Promoter may disclose selected Referrers' personal information to its contractors and agents to assist in conducting this promotion.
- The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988, as well as any other applicable laws.
- The Promoter will handle the personal information of the Referrer and referred person in accordance with its detailed Privacy Policy at [oliverhume.com.au/privacypolicy](http://oliverhume.com.au/privacypolicy) and the Referrers and any referred persons may contact the Promoter to request access to, update or correct any personal information held about them.
- The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, deletion, theft, destruction, transmission interruption, communications failure or otherwise. In the event that an error with an entry occurs, the Promoter accepts no responsibility for costs incurred, responses received or any other consequences.
- The Promoter reserves the right to change the promotion by adding, deleting or amending these terms and conditions. If for any reason any aspect of this promotion is considered in the reasonable opinion of the Promoter to no longer be practical or desirable to run as planned for any reason, is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures, legally binding directive to the Promoter to end any component of the promotion or any causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion, to the fullest extent permitted by law, to cancel, terminate, modify, extend or suspend the promotion and the Promotional Period without prior notice. In taking such action the Promoter may deem that the Promotional Period end on a date different to that provided for in these terms and conditions, including a date that has already occurred.
- The Promoter reserves the right, in its sole discretion, to disqualify entry from any person, and prohibit that person's further participation in the promotion, who in the reasonable opinion of the Promoter tampers with, or benefits from any tampering with, the process or the operation of the promotion, acts in violation of these terms and conditions, acts in a disruptive manner or engages in unlawful or other improper conduct or fails to meet the eligibility criteria for entry or receipt of the Reward. The Promoter's rights to recover damages or other compensation from such an offender are reserved.
- The Promoter accepts no responsibility for any tax implications that may arise from the reward. Independent financial advice should be sought. Where the operation of the promotion results in, for GST purposes, supplies being made for non-monetary consideration, referrers agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values. By completing a promotion application form, a Referrer is deemed to have accepted these terms and conditions.

**PRIVACY NOTICE**

The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. The Promoter collects personal information for the purpose of conducting the promotion. If the personal information is not provided, the referrer may not be able to participate in the promotion. By contacting the Promoter, referrers can request access to the personal information the Promoter holds about them and request not to be contacted by the Promoter for marketing purposes. Personal information will be dealt with in accordance with the Promoter's privacy policy, available at [oliverhume.com.au/privacypolicy](http://oliverhume.com.au/privacypolicy). The Promoter's detailed notice of collection of personal information in respect of the promotion may be accessed at [oliverhume.com.au/privacypolicy](http://oliverhume.com.au/privacypolicy).

**Alira client**

Your Name .....  
 Address .....  
 Phone Number .....  
 Email Address .....  
 Date of Referral .....  
 Signature of Alira Client .....  
 Date .....

**Friend / Family Member**

Customer Name .....  
 Address .....  
 Phone Number .....  
 Email Address .....  
 Date of Referral .....  
 Signature of Alira Client .....  
 Date .....

By signing above you acknowledge having received, read and agreed to all conditions stipulated in the Terms and Conditions on the back of this form. This notice is not valid unless signed by the Referrer and accepted by Alira Sales Consultant.