

Promotion: Brentwood Forest Refer a Friend Offer

Revised on 01.02.2020

Development: Brentwood Forest 48 Columbia Drive, Bellbird Park, QLD.

Terms and Conditions

SCHEDULE to Terms and Conditions

Promotion	Brentwood Forest - Refer a Friend Offer (Promotion) allows residents of Brentwood Forest (each a Participant) to refer to the Promoter Family or Friends (Referred Buyer) who may purchase land from AVID at its Brentwood Forest Development.
Promoter	AVID Residential Group (ABN 87 098 527 390) Suite 2, Level 35, 259 George Street, Sydney, NSW 2000.
Participants	The Promotion is only open to natural persons. Employees of AVID Property Group or its related entities, builders, financial planners, real estate agents or those otherwise engaged in similar business as determined by AVID Property Group are not eligible to participate in the Promotion as a Referrer
Participation – general	Each Participant is eligible to participate as: <ul style="list-style-type: none"> a. a single person Participant; b. a multiple person Participant; or c. an entity Participant.
Participation – residency restriction	For single person Participants, participation in the Promotion is only available to residents of Australia
Participation – age restriction	For single person Participants, participation in the Promotion is only available to persons over 18 years of age
Promotional Period	From: 9:00am AEST on 1 January 2020 To: 5:00pm AEST on 30 June 2020;
Promotion Period Exclusion	The Promotion does not apply where a holding deposit has been paid to the Promoter or a Contract has been signed by a Referred Buyer in respect of a Qualifying Property prior to 9.00am on 1 January 2020.

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<p>Eligibility to participate</p>	<p>The Participant’s eligibility to receive a Referral Incentive is subject to:</p> <ul style="list-style-type: none"> a. AVID confirming with the Participant that the Referred Buyer is a “new introduction” prior to the Referred Buyer contacting AVID.; b. the Referred Buyer entering into a binding contract to purchase a Qualifying Property (Contract) during the Promotion Period; and c. the Referred Buyer completion on the Contract by no later than 5pm on 30 June 2020 and complying with the terms and conditions of the Contract. <p>AVID reserves the right to verify the validity of a Referred Buyer and the eligibility of a Participant to receive the Referral Incentive will be determined by AVID in its absolute discretion.</p>
<p>Incentive</p>	<p>Subject to these Terms and Conditions, each Participant and Referred Buyer will be eligible to receive one (1) Referral Incentive paid by way of a Prezzy Gift Card to the face value of \$1,000 including GST, for each Referred Buyer irrespective of the number of lots purchased under the Contract.</p> <p>The Prezzy Gift Card is subject to separate terms and conditions imposed by the issuer. A copy of such terms and conditions can be obtained by visiting https://www.prezzy.com.au/doc/terms-of-service/</p> <p>AVID does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Prezzy Gift Card, or for any card faults or defects or if the Participant is unable to use the Prezzy Gift Card for any reason including if the Prezzy Gift Card is damaged or lost.</p>
<p>Qualification criteria</p>	<p>In order for the Participant and Referred Buyer to receive the Prezzy Gift Card, the Referred Buyer must:</p> <ul style="list-style-type: none"> a. enter into a contract to purchase a Qualifying Property in accordance with these Terms and Conditions and the terms and conditions of the Contract; and b. pay to AVID the deposit required under the Contract in accordance with the Contract terms and conditions; and

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	<p>c. complete on the acquisition of the Qualifying Property pursuant to the Contract in accordance with its terms, and by no later than 5pm on the 30 June 2020.</p> <p>The Participant and Referred Buyer will waive the right to receive the Prezzy Gift Card if the completion date of the acquisition of the Qualifying Property pursuant to the Contract is extended beyond 5pm on 30 June 2020 at the request of the Referred Buyer or is delayed as a result of the Referred Buyer's default.</p> <p>In the event that a Referred Buyer is referred by more than one Participant, only the first Participant to refer the Referred Buyer will be eligible to receive the Referral Incentive, as determined by the Promoter in its absolute discretion.</p>
<p>How to participate</p>	<p>The Promotion is available to each person (Participant) who:</p> <ol style="list-style-type: none"> a. refer a Referred Buyer to AVID Property Group within the Promotion Period by completing the referral form in accordance with any directions given by AVID Property Group and providing it to AVID Property Group before the Referred Buyer commences any discussions or negotiations in relation to a Qualifying Property with AVID Property Group or its agent; and b. disclose the Promotion to the Referred Buyer and obtain the consent of the Referred Buyer before referring their details to AVID Property Group. <p>The Promotion is available to each person (Referred Buyer) who:</p> <ol style="list-style-type: none"> a. enters into a contract for the sale of land in respect of a Qualifying Property (Contract) during the Promotion Period; and b. pays to AVID the deposit required under the Contract in accordance with the Contract; and c. completes acquisition pursuant to the Contract in accordance with its terms and conditions.

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<p>Qualifying Property</p>	<p>The Promotion only applies to the following lots for sale by AVID at the Brentwood Forest development (each a Qualifying Property):</p> <p>Residential land lots in:</p> <ul style="list-style-type: none"> • Stage 32 - 1327, 1328, 1329, 1330, 1331,1332, 1334, 1335, 1336, 1337, 1340, 1341, 1342, 1343, 1344, 1345, 1346,1347; • Stage 14-17 1352, 1362, 1364,1367,1376,1382,1388,1389,1391,1392,1393,1395,1396,1397,1399,1403,1409,1410,1427,1429,1430,1431,1432,1433,1434,1435,1436,1437,1438,1439,1440,1441,1442,1443,1444,1445,1446,1447,1448,1450,1451, 1454,1455, 1458, 1459, 1460, 1461, 1462, 1463, 1464,1465,1466,1467,1468,1473,1480,1484,1485
<p>Are there limitation on the Incentive?</p>	<p>In the event that a Referred Buyer is referred by more than one Referrer, only the first Referrer to refer the Referred Buyer will be eligible to receive the Gift Card, as determined by AVID Property Group in its absolute discretion.</p> <p>Only one Gift Card will be provided in respect of any one particular Qualifying Property irrespective of the number of Referrer’s claiming eligibility or the number of Referred Buyers in respect of any one particular lot at the Qualifying Property.</p> <p>Referrers and Referred Buyers are not eligible if:</p> <ol style="list-style-type: none"> a. at the start of the Promotional Period, Referred Buyer have an accepted or exchanged contract of sale for a residential lot within an AVID residential community participating in the Promotion; and b. during the Promotional Period, Referred Buyer cancel or terminate such contract of sale, are not eligible to receive an Incentive.
<p>Collection of Incentives</p>	<p>Eligible Participant and Referred Buyer will each receive their referral via email address provided at time of signing contact and referral incentive will be sent via email within 60 days of date of settlement.</p> <p>If for any reason AVID is unable to contact the Participant or the Participant fails to collect the Referral Incentive within 90 days of the Referred Buyer completing the purchase of the relevant Qualifying Property, then the Referral Incentive will be forfeited and</p>

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	the Participant that could not be contacted or fails to collect the Referral Incentive, will have no claim against AVID.
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Terms and Conditions Section 1 – General

1. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
2. By participating in the Promotion, Participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Sections 1 to 6 of these terms and conditions the Schedule will prevail.
5. Any dispute in relation to the eligibility to participate in the Promotion or receive the Incentive will be determined by the Promoter in its absolute discretion. The Promoters decision will be final and binding on the Participant.

Terms and Conditions Section 2 – Who can participate

6. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies or those otherwise engaged in similar business are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
7. The Promotion is available in conjunction with other promotions offered by the Promoter or any related body corporate.
8. A Participant will waive the right to receive the Incentive if the completion date of the acquisition of the Qualifying Property pursuant to the Contract is extended beyond 5pm on the 30 June 2020 at the request of the Participant or is delayed as a result of the Participant’s default.

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Terms and Conditions Section 3 – How to participate

9. To participate in the Promotion, each Participant must comply with the 'How to Participate' section of the Schedule.
10. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all Participants. The Promoter reserves the right to disqualify any Participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
11. The Promoter reserves the right, in its sole discretion, to disqualify any Participant who has:
 - a. provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
 - b. breached any of these terms and conditions; and/or
 - c. contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
12. The eligibility of Participants to receive an Incentive is solely within the discretion of the Promoter.
13. The Promoter accepts no responsibility for late, lost or misdirected communications.
14. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
15. If participation in the Promotion requires access to Facebook, Participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
16. If participation in the Promotion requires access to Instagram, Participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any

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Participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

Terms and Conditions Section 4 – Incentives

17. Each Incentive is not transferrable, exchangeable or redeemable for cash.
18. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
19. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each Participant.
20. The Participant's use of the Incentive is entirely at their own risk. Before the Incentive is provided, the receiver of the Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.
21. The Buyer may not deduct or set off the value of the Incentive from any moneys or debts payable to the Promoter. The Incentive is not transferrable or exchangeable and, subject to the terms and conditions applying to the use of the Prezzy Gift Card, may not be issued or taken as cash.
22. Any taxes, duties, levies or similar charges payable in relation to the receipt of the Prezzy Gift Card are assigned to and are the responsibility of the Buyer.

Terms and Conditions Section 5 – Receiving the Incentive

23. Subject to these Terms and Conditions each eligible Participant during the Promotional Period will receive an Incentive.
24. The eligibility of Participants to receive the Incentive is solely within the discretion of the Promoter.

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25. It is the responsibility of each Participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
26. The Promoter reserves the right to request each Participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
27. Each Participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each Participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
28. It is the responsibility of each Participant to notify the Promoter of any change to their contact details.
29. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any Participant or other person, subject to applicable laws. These changes may include varying or withdrawing any Qualifying Property from the Promotion or varying the Promotion Period.
30. All information provided is subject to change without notice. Participants should make their own enquiries and satisfy themselves as to whether the information provided is current and correct and if appropriate, seek appropriate advice before entering any Contract.

Terms and Conditions Section 6 –Limit on Liability

31. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then the Participant will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
32. By entering into this Promotion, the Participant is indicating his or her agreement to be bound by these Terms and Conditions.

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33. In consideration for the Promoter entering this Promotion with the Participant and offering an Incentive in accordance with this Promotion the Participant agrees to release and indemnify the Promoter and each of its officers, employees and agents in respect of all claims, liabilities, losses and causes of action whatsoever arising directly or indirectly out of or in connection with the Incentive and any purchase made pursuant to it.
34. The Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement relating to the Promotion, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and, except for any liability which cannot be excluded by law, will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such Promotion, advertisement, publication or statement

Terms and Conditions Section 6 – Privacy

35. The Promoter will collect and use each Participant's personal information for the purposes of:
- a. conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
 - b. providing information to the Participant about the products and services offered by the Promoter and its related companies; and
 - c. research to improve its products and services.
36. By participating in the Promotion, Participants consent to the use of their personal information as described in clause 36.
37. Any personal data relating to the Participant or any other entrants will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the AVID Privacy Policy. https://www.avid.com.au/privacy_policy/
38. Participants may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy https://www.avid.com.au/privacy_policy/
39. This is the current version of these Terms and Conditions and are dated 17 January 2020 and are effective from 1 January 2020 and supersede all early versions of these Terms and Conditions.