

# Terms & Conditions

## Refer a Friend or Family Member

1. By participating in the AVJennings Refer a Friend or Family Member ("**Offer**"), the Referrer accepts these Terms and Conditions.
2. In these Terms and Conditions:
  - a. "**AVJennings**" means: AVJennings Properties Limited of 11 Brookhollow Avenue Baulkham Hills, NSW 2153. A.B.N. 50 004 601 503. New South Wales Builders Licence Number 39168C, Queensland Builders Licence Number QBSA41712, Victorian Builders Licence Number DB-U37491, South Australian Builders Licence Number BLD56537 which is running the promotion on behalf of the Developer for each participating project.
  - b. "**Contract**" means a contract for sale of land issued by AVJennings as vendor with respect to the sale of land at any of the Properties to a purchaser.
  - c. "**Developer**" means a company (being AVJennings or a related company) involved in the development of Properties.
  - d. "**Gift Card**" means an EFTPOS gift card to the value of \$1,000 which must be used in accordance with the terms and conditions of the card issuer.
  - e. "**Properties**" means any of AVJennings' land, townhome, terrace and apartment developments in Australia.
  - f. "**Referrer**" means an AVJennings customer who has purchased and settled an AVJennings Property in the two (2) years prior to the settlement date of the Property acquisition by the Referee.
  - g. "**Referee**" means an AVJennings customer who has entered into a Contract in respect of land at a Property in response to a referral from the Referrer.
3. The Offer commences at 10am, Monday 20 January 2014 with no predetermined conclusion date ("**Offer Period**"). The Offer may be closed at AVJennings discretion by giving one month's notice on the AVJennings website.
4. The Offer is available in respect of land at any of the Properties which are available for sale during the Offer Period.
5. The Offer is only available if Property is purchased by the Referee upon referral by the Referrer from an AVJennings Sales and Information Centre or an authorised AVJennings Sales Consultant or Representative.
6. Employees of AVJennings and their immediate families and their associated companies are not eligible to take up the Offer.
7. The Offer entitles the Referrer to an AVJennings EFTPOS Gift Card if the Referrer has settled on their AVJennings Property acquisition and refers the Referee who purchases and settles a Contract within a two (2) year period from the Referrer's settlement date.
8. The Gift Card will be provided (as the case may be) by AVJennings to the Referrer provided that the Referrer and Referee have complied with these Terms and Conditions in full. Upon receipt of the AVJennings EFTPOS Gift Card, the Referrer must contact the AVJennings representative as per the instruction received to activate the AVJennings EFTPOS Gift Card. This activation must occur within one (1) month of receipt.
9. The administration of the AVJennings EFTPOS Gift Card is conducted by Edge Loyalty Systems Pty Ltd of 658 Church Street, Richmond, Victoria 3121 A.B.N 96 138 299 288 on behalf of AVJennings.
10. If the Referrer is resident overseas (AVJennings EFTPOS Gift Card only usable in Australia) a cheque will be drawn in replacement of the AVJennings EFTPOS Gift Card as \$1,000AUD.
11. If AVJennings / Edge Loyalty is unable to obtain an EFTPOS Gift Card for the Referrer due to any reason, AVJennings will draw a cheque in replacement of the AVJennings EFTPOS Gift Card as \$1,000AUD.
12. The Referrer cannot make any claim against AVJennings with respect to the terms and conditions of the EFTPOS Gift Card issued by the card issuer or if those terms are amended by the card issuer in any way.
13. This Offer cannot be accepted in conjunction with any other offer.
14. No limit on the number of properties referred.
15. To be eligible to receive this Offer, the Referrer and Referee must comply strictly with the applicable state property purchasing procedures including the completion of the Contract in respect of their property purchase.
16. This Offer and these Terms and Conditions are subject to any other terms and conditions as set out in the Contract for the relevant property. In the event of any inconsistency between the terms of the Contract and these Terms and Conditions, the terms set out in the Contract will prevail to the extent of the inconsistency.
17. AVJennings reserves the right, prior to acceptance to:
  - a. suspend, terminate, or modify this Offer and these Terms and Conditions; and/or
  - b. withdraw any Property from this Offer.
18. To the full extent permitted by law, AVJennings and its related companies exclude all liability however so arising (including all liability arising from negligence on the part of AVJennings, and its related companies or their officers, employees or agents) for any loss or damage whether direct, indirect, special or consequential or for personal injury which is suffered or sustained, by any individual or the Referrer, arising in any way out of or in connection with the Offer, including but not limited to:
  - a. not being able to take up this Offer because none of the Properties are available;
  - b. as a result of AVJennings relying on any of its rights under these Terms and Conditions.
19. AVJennings will need to collect personal information for the purpose of conducting the Offer and may need to disclose the personal information to third parties. If the Referrer or individual does not provide the requested personal information then they are not eligible to participate in the Offer. To access, update or correct any personal information contact AVJennings at the address indicated above.
20. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.
21. The Referrer and Referee must complete all fields and sign the AVJennings Refer a Friend or Family Member form and deliver to an AVJennings Sales Consultant or Representative within four (4) weeks of the date of exchange of Contract in relation to the Referee's property. Offer is subject to AVJennings records confirming information supplied is correct, any discrepancies, AVJennings records prevail.