

## FRIENDS AND FAMILY REFERRAL

By participating in this Promotion, You confirm You have read and accept all the following terms and conditions.

### 1. ELIGIBILITY

1.1 You qualify for this Promotion if **all of these conditions are met**:

- (a) The Referrer is either a Resident Referrer or a Purchaser Referrer. If You are a Resident and have signed a DFC Contract as the Named Purchaser, You will be treated as a Purchaser Referrer;
- (b) The Friend has not previously registered his or her details in the Promoter's database for the DFC Community applicable to the Friend's purchase prior to submitting the Registration Form;
- (c) You are not disqualified from participating in this Promotion.

1.2 You are disqualified from participating in this Promotion if any one or more of these events occurs:

- (a) The Referral Form or Registration Form is submitted after the expiry of the Promotion.
- (b) The Referral Form or Registration Form is incomplete or illegible.
- (c) The DFC Contract was obtained from an unauthorised sales agent, or not signed at the Land Sales Office.
- (d) There is non-compliance with the terms of the DFC Contract.
- (e) The DFC Contract does not proceed to settlement in accordance with the terms of the Contract.
- (f) The Referrer is also the Friend for the lot in the DFC Community purchased by the Referrer (and vice versa), or has previously received 3 Referral Payments.
- (g) You are either a Nominee or have nominated a Nominee to the DFC Contract.
- (h) You work for, or are related to, the DFC Vendor or DFC (Services) Pty Ltd or a builder or channel agent.

1.3 If either of the Referrer or Friend is disqualified from this Promotion, then neither is eligible to participate in the Promotion.

### 2. HOW TO PARTICIPATE

2.1 The Referrer must:

- (a) contact the Friend directly to obtain their consent to receive information about this Promotion;
- (b) fully complete the Referral Form to receive a Referral Link from the Promoter and send the Referral Link to the Friend during the Promotion Period; and
- (c) provide the Supporting Documentation to the Promoter via email to **[conveyancing@denniscorp.com.au](mailto:conveyancing@denniscorp.com.au)** within the timeframe stipulated in any request for such information from the Promoter;

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2.2 The Friend must:

- (a) follow the Referral Link and fully complete the Registration Form:
  - (i) during the Promotion Period; and
  - (ii) before reserving a lot in a DFC Community or signing an unconditional DFC Contract (whichever is the earlier);
- (b) sign an unconditional DFC Contract as the Named Purchaser at the Land Sales Office during the Promotion Period;
- (c) pay the deposit as required under the DFC Contract;
- (d) not have nominated a Nominee to the DFC Contract at or before the settlement of its DFC Contract;
- (e) settle their DFC Contract in accordance with the terms of the DFC Contract; and
- (f) be in compliance with the terms of the Contract at the time the Referral Payment is due to be made.

2.3 if the Referrer is a Purchaser Referrer, the Purchaser Referrer must:

- (a) have already signed an unconditional DFC Contract at the Land Sales Office and paid their deposit as required under that DFC Contract at the time the Purchaser Referrer submits its Referral Form;
- (b) not have nominated a Nominee to the DFC Contract at or before the settlement of its DFC Contract;
- (c) settle their DFC Contract in accordance with the terms of the DFC Contract; and
- (d) be in compliance with the terms of the Contract at the time the Referral Payment is due to be made

in addition to the conditions in clause 2.1..

2.4 The Referrer and the Friend must notify the Promoter of any changes in their address.

### 3. PAYMENT

3.1 If the Referrer and the Friend are both eligible under clause 1 and all of the requirements under clause 2 have been met, the Referrer and the Friend will each be entitled to receive the Referral Payment in accordance with these terms and conditions. For the avoidance of doubt, if either the Referrer or the Friend does not complete all of the applicable requirements, neither of them will be eligible to receive a Referral Payment with respect to that referral.

3.2 The Referral Payment will be sent to You by registered mail to the address listed on this form (or such other address notified to the Promoter by You from time to time) on the later of 4 weeks after the Settlement of the Referrer's DFC Contract (only where the Referrer is a Purchaser Referrer) and 4 weeks after the Settlement of the Friend's DFC Contract. The Promoter reserves the right to vary the time of payment at its sole discretion.

3.3 As at the date that these terms and conditions are published, the Referral Payment will be in the form of Visa cards issued by C-Direct Pty Ltd and such cards will be valid for 12 months

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only from its issue date. The Promoter will use reasonable endeavours but makes no promises to arrange for the cards to be issued as close as possible to the date that these cards will be posted out. The C-Direct Pty Ltd terms and conditions (which can be viewed from [http://www.anystoregiftcard.com.au/documents/terms\\_conditions.pdf?](http://www.anystoregiftcard.com.au/documents/terms_conditions.pdf?)) will apply to these cards.

- 3.4 The Promoter reserves the right to change the provider of the Referral Payment at its sole discretion and will provide You with the updated terms and conditions applicable to the gift cards.
- 3.5 The Promoter is not liable for, and is not obliged to replace, any lost, misdirected, misplaced or expired Referral Payment resulting from any acts or omissions on your behalf or on the part of any mail service provider, or your failure to provide the Provider with your updated address.
- 3.6 The Referral Payment is not transferable and not redeemable for cash or other prizes or rewards.
- 3.7 Only two Referral Payments will be given for each eligible referral, being one to the Referrer and one to the Friend. If there is more than one person named as a Referrer or Friend, then the Referral Payment payable to that party must be shared equally between those persons.

## 4. PRIVACY

- 4.1 The Promoter reserves the right to seek photographic identification documents to verify the identity of the Referrer and/or Friend.
- 4.2 By providing your personal information in or under this Promotion, You acknowledge and agree that the DFC (Services) Pty Ltd and its related entities (**DFC**) collect personal information provided in the Referral Form and Registration Form, and from third parties (such as estate agents, sales agents and referrers), to consider your expression of interest in purchasing property and the Promotion. Personal information may be disclosed to DFC entities and to the DFC Vendor as well as other government agencies, banks, professional advisors, contractors, real estate agents and any other service providers for related purposes. Your expression of interest in purchasing property and the Promotion may not be considered if the requested information is not provided. We do not generally disclose personal information outside Australia. Personal information will be used in accordance with the DFC Privacy Policy which is available upon request or can be viewed on <https://www.denniscorp.com.au/privacy-policy>. The Privacy Policy states how you can seek to access or correct any personal information we hold about you, how to complain about a privacy breach and how we will deal with a privacy complaint. You can contact DFC Privacy Policy Officer by email to [privacy@denniscorp.com.au](mailto:privacy@denniscorp.com.au) or call 03 9573 1208.
- 4.3 You consent to receiving communications via electronic means from the DFC Vendor, DFC (Services) Pty Ltd, the Promoter or any of the entities related to them.

## 5. GENERAL CONDITIONS

- 5.1 This Promotion commences on 24<sup>th</sup> October 2018. The Promotion expires on the earlier of 31<sup>st</sup> December 2019 and the Promoter having received the maximum number of referrals allocated for the DFC Community the Friend is purchasing in, unless extended by the Promoter. You can contact the Promoter on [conveyancing@denniscorp.com.au](mailto:conveyancing@denniscorp.com.au) for further information about the remaining allocations, if required.
- 5.2 Clauses 1.2(d), 1.2(f), 1.3, 2, 3, 4, 5.2 to 5.5, and 6 continue to apply after the expiry of the Promotion.

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- 5.3 The Promoter has not at any time made any warranties or representations about the suitability or impact of this Promotion to your circumstances. You promise the Promoter that You have made all necessary enquiries and sought advice on the terms and conditions of this Promotion before You participated in this Promotion.
- 5.4 You warrant to the Promoter that You have obtained the Friend's consent to the Promoter contacting the Friend about this Promotion.
- 5.5 You release and indemnify the DFC Vendor, Promoter and all entities related to DFC (Services) Pty Ltd ACN 089 081 667) from all losses, claims or damages suffered or resulting from or in connection with any part of this Promotion to the extent permitted by law.

## 6. DEFINITIONS

The following definitions apply:

- 6.1 **Approved Nominees** mean a nominee of the Named Purchaser and is either a Relative of the Named Purchaser, one or more (but not all) of the Named Purchaser, the trustee of the Named Purchaser's superannuation trust, or the beneficiary of the trust for which the Named Purchaser is the trustee.
- 6.2 **DFC Communities** or **DFC Community** means any one of the residential developments in Victoria that is listed on <https://www.denniscorp.com.au/residential-developments> at the time the referral is made.
- 6.3 **DFC Contract** means the contract for the sale of real estate in any one of the DFC Communities which includes the developer that is related to DFC (Services) Pty Ltd ACN 089 081 667 as a party to that contract.
- 6.4 **DFC Vendor** means the party who is listed as the vendor in the DFC Contract.
- 6.5 **Friend** means the person named as the Friend in this form, and if there is more than one person, **Friend** means all of those persons.
- 6.6 **Land Sales Office** means the land sales office located in the DFC Community from which sale of lots in that DFC Community is made by the authorised agent of the DFC Vendor;
- 6.7 **Named Purchaser** means the person who is named as the purchaser in the DFC Contract.
- 6.8 **Nominee** means a person who is neither an Approved Nominee nor the Named Purchaser.
- 6.9 **Promoter** means **DFC (Ashbury) Pty Ltd**.
- 6.10 **Promotion** means the Friends and Family Referral promotion.
- 6.11 **Promotion Period** means the period the Promotion is open, as specified in clause 5.1.
- 6.12 **Purchaser Referrer** means a Referrer who has signed a DFC Contract as the Named Purchaser and that contract has yet to settle at the time of the referral.
- 6.13 **Referral Payment** comprises one gift card with the value of \$1,000 payable to the Referrer and another gift card with the value of \$1,000 payable to the Friend.
- 6.14 **Referrer** means the person/s named as the referrer in this form, and if there is more than one person, **Referrer** means all of those persons.

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- 6.15 **Referral Form** means the online form that a Referrer completes to register for the Promotion.
- 6.16 **Referral Link** means a link to the Registration Form.
- 6.17 **Registration Form** means the online form that a Friend completes to register for the Promotion.
- 6.18 **Relative** means spouse, grandparent, parent, step parent, sibling, step-sibling, cousin, child, stepchild or grandchild.
- 6.19 **Resident** means the registered proprietor of a property or a tenant of a dwelling-house in any of the DFC Communities, but does not include a licensee or an occupant under letting arrangements that are less than 3 months in duration.
- 6.20 **Resident Referrer** means a person who is a Resident in any one of the DFC Communities that is also a Referrer. This definition does not apply to a Resident who has signed a DFC Contract as the Named Purchaser in that contract.
- 6.21 **Supporting Documentation** means the proof of residency or purchase on the part of the Referrer and must be a copy of the rates notice or lease issued in the name of the Resident Referrer, or a copy of the DFC Contract signed by the Purchaser Referrer.
- 6.22 **You** means either the Referrer or the Friend, or both the Referrer and Friend when the context permits.