

AVJennings Refer a Friend or Family Member

Terms & Conditions

1. By participating in the AVJennings Refer a Friend or Family Member ("**Offer**"), the Referrer and the Referee accept these Terms and Conditions.
2. In these Terms and Conditions
 - a. "**AVJennings**" means AVJennings Waterline Pty Limited of Level 4 108 Power Street Hawthorn Victoria 3122. A.B.N. 38 605 837 401. which is running the promotion in relation to the Properties, or any related body corporate.
 - b. "**Contract**" means a contract for sale issued by AVJennings as vendor with respect to any of the Properties to a purchaser who is a Referee.
 - c. "**Gift Card**" means an AVJennings Prezzy eGift card as set out in Clause 8(b) which must be used in accordance with the terms and conditions of the card issuer.
 - d. "**Properties**" means any of AVJennings' apartments in the Merchant apartment development at Waterline Place Williamstown Victoria.
 - e. "**Rebate**" means a rebate of \$5,000, \$10,000 or \$15,000 to be paid contemporaneously with settlement of the Contract.
 - f. "**Referrer**" means an AVJennings customer who has purchased and settled any AVJennings property in the five (5) years prior to the settlement date of the acquisition of a Property by the Referee.
 - g. "**Referee**" means an AVJennings customer who has entered into a Contract in respect of a Property in response to a referral from the Referrer.
3. The Offer commences at 10am, on Monday 29 May 2023 and closes at 5pm Monday 31 July 2023 ("**Offer Period**"). The Offer may be closed at AVJennings discretion by giving notice on the AVJennings Waterline Place website.
4. The Offer is available in respect of 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. The Offer Excludes Nominee sales. The purchaser must settle the acquisition of the Property and cannot nominate another person to settle the Property.
7. Employees of AVJennings and their immediate families and their associated companies are not eligible to take up the Offer.
8. (a) The Offer entitles the Referrer to a Gift Card and Referee to either a Gift Card or a Rebate if the Referrer has settled on their AVJennings Property acquisition and refers the Referee who purchases and settles a Contract within a five (5) year period from the Referrer's settlement date.

- 8 (b) The Referrer and Referee must make their election in writing (including via email) to the relevant AVJennings Sales Consultant during the period commencing when the deposit is paid and ending when the Contract is signed by the Referee. In the event that the requirements of Clause 8(a) are satisfied, each of the Referrer and the Referee will be entitled to a Gift Card:
- (i) to the value of \$5,000 where the Property the subject of the Contract relates to is a 1 Bedroom apartment;
 - (ii) to the value of \$10,000 where the Property the subject of the Contract relates to is a 2 Bedroom apartment;
 - (ii) to the value of \$15,000 where the Property the subject of the Contract relates to is a 3 Bedroom apartment;
9. The Gift Card or Rebate will be provided by AVJennings to the Referrer and the Referee contemporaneously with settlement of the Contract provided that the Referrer and Referee have complied with these Terms and Conditions in full including delivery of the signed referral voucher to the sales consultant within 14 days of contract exchange. Upon receipt of the AVJennings Gift Card, the Referrer must follow the provided instruction.
10. The administration of the Gift Card is conducted by Prezzy Pty Ltd of Level 3, 9 Castlereagh Street, Sydney, NSW, 200 A.B.N.16602963422 on behalf of AVJennings.
11. The Referrer cannot make any claim against AVJennings with respect to the terms and conditions of the Gift Card issued by the card issuer or if those terms are amended by the card issuer in any way. The terms and conditions of the Gift Card can be viewed at the following link: <https://www.prezzy.com.au/policies/terms-of-sale/>
12. This Offer cannot be accepted in conjunction with any other offer by AVJennings or a related company.
13. There is no limit on the number of properties which can be referred.
14. 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 accordance with its terms.
15. 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.
16. AVJennings reserves the right, prior to acceptance of the Offer to:
- a. suspend, terminate, or modify this Offer and these Terms and Conditions; and/or
 - b. withdraw any Property from this Offer.
17. 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.
18. 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.
19. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.
20. Both 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 prior to the Referee signing the Contract. Offer is subject to AVJennings records confirming information supplied is correct, any discrepancies, AVJennings records prevail.