

## AVJennings Refer a Friend or Family Member

### Bonus e-Gift Card Offer

#### Terms & Conditions

1. By participating in the AVJennings Refer a Friend or Family Member Bonus e-Gift card [\$2K] offer - ("**Offer**"), the Referrer accepts these Terms and Conditions.
2. In these Terms and Conditions
  - a. "**AVJennings**" means AVJennings Properties Limited of Level 4, 143 Coronation Drive, Milton, QLD, 4064, ABN 50 004 601 503. Queensland Builders Licence Number QBCC41712, which is running the promotion on behalf of the Developer for each participating project in QLD.
  - b. "**Contract**" means a contract for sale of land issued by AVJennings or the Developer 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 one or more Properties.
  - d. "**Gift Card**" means an AVJennings Prezzy eGift card to the value of \$2,000 which must be used in accordance with the terms and conditions of the card issuer.
  - e. "**Properties**" means any of the AVJennings homes or land only lots available for sale in QLD.
  - 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 acquisition of a Property by the Referee.
  - g. "**Referee**" means an AVJennings customer who as a purchaser has entered into a Contract in respect of a Property in response to a referral from the Referrer.
3. The Offer commences at **10am, Thursday 4<sup>th</sup> April 2024** and concludes **5pm Thursday 30<sup>th</sup> June 2024**, unless all Properties are sold prior and subject to the Offer not being withdrawn earlier by the Developer in accordance with these Terms and Conditions. ("**Offer Period**").

4. The Offer is available in respect of any of the Properties which are available for sale in any of AVJennings' Queensland communities during the Offer Period.
5. The Offer is only available if Property is purchased by the Referee upon referral by the Referrer to an AVJennings Sales and Information Centre or an authorised AVJennings Sales Consultant or Representative in a referral voucher in accordance with these terms.
6. 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. To be eligible to receive the Offer, the Referee must comply strictly with the following purchasing procedures:
  - a) During the Offer Period, commence the purchase of a Land Lot or turnkey home by paying a refundable \$1,000 initial deposit and signing a Contract;
  - b) Paying the balance of 10% Deposit by bank transfer to the Vendor's solicitor's trust account
  - c) Exchange the Contract no later than 5pm 30 June 2024;
  - d) Complete the Contract strictly in accordance with the terms of the Contract;
9. The Offer is subject to any other terms and conditions as set out in the Contract for sale of the Land Lot or home. In the event of any inconsistency between the Terms and Conditions, the terms set out in the Contract will prevail to the extent of the inconsistency except for the conditions contained in Clause 8, in which case these Terms and Conditions prevail.
10. The Offer entitles the Referrer to a Gift Card on condition that the Referrer has settled on their AVJennings property acquisition and the Referee purchases and settles their Contract within a two (2) year period from date of settlement of the acquisition of the AVJennings property by the Referrer.
11. The Gift Card will be provided by AVJennings to the Referrer at settlement of the Referee's 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 Gift Card, the Referrer must follow the instructions provided and is responsible for allocating funds to spend at selected retailers in Australia via the Prezzy website or Prezzy app.

12. The administration of the Gift Card is conducted by Prezsee Pty Ltd of Level 3, 9 Castlereagh Street, Sydney, NSW, 200 A.B.N.16602963422 on behalf of AVJennings.
13. If AVJennings / Prezsee is unable to obtain a Gift Card for the Referrer due to any reason, AVJennings will draw a cheque in replacement of the Gift Card for AUD\$ 2,000.
14. 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.
15. This Offer cannot be accepted in conjunction with any other offer.
16. No limit on the number of properties referred.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties. 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 within 14 days of exchange of the contract in relation to the Referee's property. Offer is subject to AVJennings records confirming information supplied is correct, any discrepancies, AVJennings records prevail.

***Disclaimer:** \*All descriptions have been prepared in good faith and with due care however may be subject to change without notice at any time. Purchasers should inform and assure themselves by inspection, independent advice or as otherwise necessary prior to purchase. ®Registered Trademark.*

*©AVJennings Properties Limited. ABN 50 004 601 503. Builders Licence QBCC41712. The "AVJennings Refer a Friend or Family Member - Bonus e-Gift card -" commences at 10am, Thursday 4<sup>th</sup> April 2024 and concludes 5pm Thursday 30<sup>th</sup> June 2024 unless all Properties are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions. Offer conditional on strict compliance with AVJennings property purchasing procedures.*