

# The Brown Property Group Customer Loyalty Program



## Terms & Conditions

### GENERAL INFORMATION

1. These terms and conditions relate to the Brown Property Group – 'Repeat Purchase Reward Program'.
2. The Repeat Purchase Reward Program is a Visa gift card valued at \$5,000.00 (Gift Card) which, subject at all times to these terms and conditions, will be provided to the Eligible Person in respect of a contract of sale for Qualifying Land after settlement of the contract of sale of the Qualifying Land (hereinafter referred to as the "Promotion").
3. Information on how to enter the Promotion forms part of these terms of entry.
4. Entry into this Promotion shall be deemed acceptance of these terms and conditions.
5. The Promoter is Greenridge Properties Pty Ltd, ACN 129 431 170 trading as "Brown Property Group" of Level 5, 523Burwood Road, Hawthorn Victoria.
7. The Promotion commences on 1 February 2024 and concludes at 5.00pm on 30 June 2024 (Promotional Period). The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant in the Promotion or any other person, subject to applicable laws.
8. In these terms and conditions, Qualifying Land means any residential lot available for purchase during the Promotional Period in any of the residential communities developed by Brown Property Group and its associated entities or a related body corporate, bearing the development names "Meridian", "Meridian Green", "Canopy", "Riverfield", "Riverfield Square" and "Riverfield Rise". To be considered Qualifying Land, the registered proprietor of the relevant residential lot must be the Promoter or one of the Promoter's associated entities or a related body corporate.

### WHO IS ELIGIBLE TO ENTER:

9. Subject to Clause 10 below, entry is open to all persons who have prior to the commencement of the Promotional Period, completed a contract of sale for a residential lot within a Brown Property Group development listed on the Promoter's website [www.brownpropertygroup.com.au/loyalty-program](http://www.brownpropertygroup.com.au/loyalty-program) and referred to as either The Avenue at Casey, Highgrove, Meridian, Meridian Central, Meridian Green, Canopy, Riverfield, Riverfield Square and Riverfield Rise (Promoter Developments), whereby the Vendor of the contract of sale is the relevant Brown Property Group development entity ("Eligible Persons").
10. The following persons are ineligible to participate in the Promotion and entry forms will be disregarded by the Promoter:
  - (a) persons under 18 years of age;
  - (b) persons who are not residents of Australia;
  - (c) directors and employees of the Promoter or any of its associated entities or a related body corporate;
  - (d) spouse, ex-spouse, de facto partner, ex de facto partner, child, step child, parent, step parent, legal guardian, sibling or step sibling of a director or employee of the Promoter or any of its associated entities;
  - (e) any person who is eligible to receive the benefit of any other promotion or offer by the Promoter or any associated or related body corporate to the Promoter with respect to the Qualifying Land;
  - (f) any person who the Promoter in its absolute discretion determines has breached these terms and conditions or who has failed to provide the necessary documentation required by these terms and conditions to prove their eligibility to participate in the Promotion.

11. Prior to being Eligible to receive the Gift Card, all Eligible Persons must provide to the Promoter to its absolute satisfaction, proof of:
  - (a) Australian residency or citizenship which permits them to own real property in Australia; and
  - (b) proof of age;
  - (c) proof of completion of a contract of sale of a residential lot within one of the Promoter Developments prior to the commencement of the Promotional Period (ie. copy relevant contract of sale and copy instrument of transfer of land which bears the Registrar of Titles registration dealing number.

### QUALIFICATIONS TO RECEIVING GIFT CARD

11. Only one Gift Card is payable in respect of a contract of sale for a Qualifying Land, irrespective of whether there are multiple Eligible Persons party to the relevant contract of sale.
12. The Gift Card will not be provided if the Eligible Person is also entitled to the benefit of any other promotion or offer by the Promoter or its associated entities or a related body corporate in respect of the Qualifying Land.
13. The Gift Card will not be paid if the Eligible Person does not comply with any of the terms of the contract of sale for the Qualifying Land; or delays in completion of settlement of the Qualifying Land as scheduled in the contract of sale.
14. The Gift Card will not be paid if the Promoter, or an associated entity or related body corporate, is not the vendor or registered proprietor of the Qualifying Land.
15. Provided neither of Clauses 12 or 13 apply, the Gift Card will only be provided to the Eligible Person after settlement of the contract of sale for Qualifying Land.
16. The Gift Card is not transferrable, exchangeable or redeemable for cash or monetary consideration or as an offset against the price payable for the Qualifying Land pursuant to a relevant contract of sale.
17. It is the Eligible Person's responsibility to notify its financial lender (if applicable) of the Gift Card.
18. The Eligible Person acknowledges and agrees that the Gift Card is subject to any additional terms and conditions of the provider (ie. Visa) that attach to the Gift Card.
19. The Promoter is not liable for any lost, stolen or misplaced Gift Card and is not obliged to re-issue, replace or compensate any person for any such lost, stolen or misplaced Gift Card.
20. The Promoter is not liable for any act matter or thing, whether or not done by or with the knowledge of the relevant recipient, which voids or cancels the Gift Card after the Gift Card has been handed to the relevant recipient.
21. The validity of the Gift Card is at the risk of the relevant recipient of a particular Gift Card as soon as the Gift Card has been handed to the relevant recipient.
22. Meridian may change any detail of (including but not limited to, the provider of the Referral Gift), limit or discontinue, this Promotion at any time without notice.

### HOW TO ENTER

23. To enter, Eligible Participants will be required to:
  - (a) enter into a binding contract of sale with the Promoter or an associated entity or related body corporate to the Promoter, for Qualifying Land during the Promotional Period; and
  - (b) execute an acknowledgement provided by the Promoter of the acceptance of participating in the Promotion and having read these terms and conditions and agreeing to be bound by these terms and conditions.

### RECEIVING YOUR GIFT CARD

24. Upon satisfaction of all terms of these conditions, the Eligible Person will be notified by the Promoter via their nominated email address or by telephone that they are entitled to receive a Gift Card.
25. The Eligible Person will need to attend the sales office where they made their most recent land purchase to accept delivery of the Gift Card.
  - Canopy - Corner Snead Boulevard and Floyd Circuit, Cranbourne
  - Meridian - 4 Zagros Street, Clyde North
  - Riverfield - 1 Dowling Way, Clyde North
26. Where the Promoter is unable to contact an Eligible Person within two (2) months, having made reasonable efforts to contact the relevant Eligible Person, the Gift Card will be forfeited to the Promoter and the Eligible Person will not be entitled to make any claim against the Promoter. The Eligible Person indemnifies the Promoter against any losses, damages, costs or penalties it may incur as a result of the Eligible Person making a claim against the Promoter contrary to the provisions of this clause.

### PRIVACY MATTERS

27. The personal information of an Eligible Person is collected by the Promoter and will be used for the purpose of conducting the Promotion and may be provided to related bodies corporate or third party agencies of the Promoter and third parties for the purposes of conducting the promotion and future marketing and publicity communications as well as for research purposes. By agreeing to enter the Promotion, the Eligible Person consents to the use of their personal information as set out in this Clause 27.
28. Each Eligible Person 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 Eligible Person authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

### TAX AND DUTY IMPLICATIONS

29. The Promoter accepts no responsibility for any tax or duty implications that may arise from winning a prize. Independent financial and legal advice should be sought.

### NO LIABILITY

30. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Promotion or the Rebate, except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including but not limited to any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.