



Promotional Terms and Conditions The Edge at Westbrook

1. The promoter is DFC (Westbrook) Pty Ltd ACN 602 217 032 of 863 High St, Armadale VIC 3143 (**Promoter**).
2. This Promotion entitles a customer who meets the Promotion Eligibility Criteria set out in clause 9 below to receive Flight Centre holiday vouchers with a total value of AUD \$10,000.00 (**Voucher**).

The Edge Regent Land Release Event

3. The Edge Regent Land Release Event (**Event**) will take place on **4 December 2021 (Event Date)** via appointment. Due to overwhelming demand for The Edge at Westbrook, an online registration system via Eventbrite will be used for the release. Eventbrite tickets will be released on **Thursday 2 December at 12pm**.
4. A customer wishing to attend the Event must be registered on the VIP List 24 hours prior to the Eventbrite tickets being released. The customer details recorded within the Eventbrite system will be cross-referenced against the VIP List. If a customer is not registered on the VIP List by the Event Date, the customer will not be eligible to attend the Event and will forfeit their place in the queue.
5. Registrations for the Event will be received in order of time on a 'first come, first served' basis, with a total of 16 spots available. The first 16 customers who register for the Event (**Attendees**) will receive a call from the Promoter to confirm their 30-minute appointment time on the Event Date (**Appointment**). If an Attendee cancels their Appointment, their spot will be forfeited and offered to the next person on the registration list.
6. Each Appointment is fixed and there will be no allowance for additional time on the Event Date. There is no flexibility in respect of the Appointment once a time is secured. If an Attendee fails to attend their Appointment, the Attendee is deemed to have relinquished their registration and opportunity to purchase an Eligible Lot. Proof of ID and proof of registration for each Attendee will be required at the Appointment.
7. On the Event Date, each Attendee will be given the opportunity to purchase an Eligible Lot by entering into the Land Contract specific to that Eligible Lot. In order to secure the purchase of the Eligible Lot, the Attendee must, during the Appointment, pay the Deposit at the time of signing the Land Contract. If this does not occur, the Eligible Lot will be released back to the market without further notice.
8. The Promoter may cancel or amend the Event or Event Date in its absolute discretion. For the avoidance of doubt, while an Attendee will have the opportunity to purchase an Eligible Lot on the Event Date, the Promoter makes no guarantee that the Attendee will be successful in securing a lot, or that the Attendee will meet the Promotion Eligibility Criteria and thus become eligible for the Voucher.

Promotion Eligibility Criteria

9. In order to be eligible for the Promotion:
- (a) a customer must register to attend the Event;
 - (b) a customer must pay the Deposit for its selected Eligible Lot at the signing of the Land Contract during the Appointment;
 - (c) a customer must sign and deliver the Land Contract specific to the selected Eligible Lot via hand delivery, email or e-contract during the Appointment;
 - (d) a customer must sign and deliver the Metricon HIA Building Contract specific to the selected Eligible Lot via hand delivery, email or e-contract within 8 weeks from the date that the customer pays a deposit to Metricon;
 - (e) a customer must not have nominated nor assigned its interests under the Land Contract or Metricon HIA Building Contract to other person/s or entity;
 - (f) a customer must complete settlement of the selected Eligible Lot which is the subject of the Land Contract in accordance with the conditions set out in the Land Contract;
 - (g) with respect to the Metricon HIA Building Contract, the laying of the slab must be completed within 60 days of settlement of the customer's purchase of the Eligible Lot;
 - (h) a customer must strictly comply with these terms and conditions, the Land Contract and the Metricon HIA Building Contract; and
 - (i) a customer must not have participated in any other incentive programs associated with the Development by the Promoter or its Related Entities,

(Promotion Eligibility Criteria).

10. A customer who meets all of the Promotion Eligibility Criteria will receive the Voucher. The Voucher will be issued and accepted in accordance with the Flight Centre Travel Group Gift Cards - Terms of Use (which will be provided by the Promoter upon request and can otherwise be found at www.flightcentre.com.au/gift-card-terms-and-conditions). The Voucher will be issued to the customer when Metricon confirms to the Promoter that laying of the slab (forming part of the Metricon HIA Building Contract) has been completed.
11. For the avoidance of doubt, a customer may not exchange a Voucher for cash or request cash or any other benefit instead of the Voucher.

Privacy

12. By participating in the Promotion, the customer acknowledges and agrees that:
- (a) the Promoter and its Related Entities (together, the **Dennis Group**) may collect the customer's Personal Information directly from the customer or via third parties (such as estate agents, sales agents and referrers);
 - (b) the Dennis Group will use the customer's Personal Information to conduct and administer the Promotion (including by validating whether the customer has met the Promotion Eligibility Criteria and providing the Voucher to the customer if the customer has met the Promotion Eligibility Criteria);
 - (c) the customer's Personal Information may be shared:
 - (i) with the vendor of the relevant land (if relevant);
 - (ii) with Metricon and its Related Entities;
 - (iii) within the Dennis Group;
 - (iv) with Flight Centre; and
 - (v) with third parties outside of the Dennis Group (such as government agencies, banks, professional advisors, contractors, real estate agents and any other service providers), for the purposes of this Promotion or for related or similar purposes;
 - (d) if the customer chooses not to provide any Personal Information that the Dennis Group requests in connection with this Promotion (whether directly or through its agents), then the customer may not be able to participate in the Promotion and/or the Dennis Group may not be able to provide the Voucher to the customer;
 - (e) subject to anything otherwise set out in the DFC Privacy Policy, the Dennis Group does not disclose Personal Information outside Australia;
 - (f) the customer's Personal Information will be handled by the Dennis Group in accordance with the DFC Privacy Policy which is available upon request or can be viewed at https://denniscorp.com.au/wp-content/uploads/2020/10/Privacy-Policy_2019_updated-121020.pdf (**DFC Privacy Policy**);
 - (g) the DFC Privacy Policy states how the customer can seek access or correct any Personal Information the Dennis Group holds about the customer, how to raise a privacy compliant and how the Dennis Group will deal with a privacy complaint if received; and
 - (h) the customer can contact the DFC Privacy Policy Officer by email at privacy@denniscorp.com.au or by calling 03 9573 1208.

13. By participating in the Promotion, the customer consents to receiving communications, including marketing and promotional materials, via electronic means from the Dennis Group.

General

14. The customer acknowledges and agrees that the Promoter and Dennis Group have made every reasonable effort to ensure the accuracy of all information provided in relation to the Promotion, but make no warranties as to the accuracy of this information. The Promoter and Dennis Group accept no liability for errors or omissions.
15. The customer acknowledges and agrees that the Promoter has not at any time made any warranties or representations about the suitability or impact of this Promotion on the customer's circumstances. The customer promises the Promoter that it has made all necessary enquiries and sought independent advice on the terms and conditions of this Promotion before participating.
16. It is the customer's responsibility to review and seek advice on the Land Contract and the Metricon HIA Building Contract. There may be special conditions included in the Land Contract and the Metricon HIA Building Contract that impose particular requirements, such as landscaping and home design packages, that are specific to the lot. The customer confirms to the Promoter that it has made all necessary enquiries and sought independent advice on the Land Contract and Metricon HIA Building Contract prior to participating. The customer can contact the Promoter for further information on the terms of these contracts by email at info@westbrookestate.com.au or by calling 1300303420.
17. To the extent permitted by law, the customer releases and indemnifies the Promoter and each other member of the Dennis Group and each of their officers, employees, representatives, agents and contractors from all losses, claims or damages suffered, incurred or resulting from or in connection with their participation in this Promotion.
18. The Promoter holds the benefit of clause 16 on trust for each member of the Dennis Group and each of their officers, employees, representatives, agents and contractors.

Definitions

19. The following definitions apply in these terms and conditions:
 - (a) **Appointment** has the meaning provided in clause 5 of these terms and conditions;
 - (b) **Attendees** has the meaning provided in clause 5 of these terms and conditions;
 - (c) **Dennis Group** has the meaning provided in clause 12(a) of these terms and conditions;
 - (d) **Deposit** means the deposit amount referred to in the Land Contract which must not be less than 10% of the price of the Eligible Lot;
 - (e) **Development** means the residential development of the Promoter or its Related Entities that is marketed by the Promoter under the name Westbrook;

- (f) **DFC Privacy Policy** has the meaning provided in clause 12(f) of these terms and conditions;
- (g) **Eligible Lot** means any one of Lot 5427, Lot 5428, Lot 5429 and Lot 5430 in Stage 54A at The Edge at Westbrook;
- (h) **Event** has the meaning provided in clause 3 of these terms and conditions;
- (i) **Event Date** has the meaning provided in clause 3 of these terms and conditions;
- (j) **Land Contract** means the contract of sale in respect of each Eligible Lot in The Edge at Westbrook which includes the customer as the purchaser and the developer that is Leakes Pty Ltd ACN 109 665 572 or one of its Related Entities as parties to that Contract;
- (k) **Metricon** means Metricon Homes Pty Ltd ACN 005 108 752;
- (l) **Metricon HIA Building Contract** means the building contract between the customer and Metricon in respect of each Eligible Lot, which:
 - (i) for Lot 5427 in Stage 54A will be the Hampshire 46A (S Series) Mode Façade;
 - (ii) for Lot 5428 in Stage 54A will be the Vantage 40 (S Series) Classique Façade;
 - (iii) for Lot 5429 in Stage 54A will be the Franklin 46 (S Series) Atlantic Facade; and
 - (iv) for Lot 5430 in Stage 54A will be the Vantage 40 (S Series) Plantation Façade;
- (m) **Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth);
- (n) **Promoter** has the meaning provided in clause 1 of these terms and conditions;
- (o) **Promotion** means the promotion described in these terms and conditions;
- (p) **Promotion Eligibility Criteria** means the requirements set out clause 9 of these terms and conditions;
- (q) **Related Entity** or **Related Entities** has the same meaning given to it under the *Corporations Act 2001* (Cth);
- (r) **Stage 54A** means the land in the plan of subdivision no. PS846553N being part of the land contained in certificate of title volume 12196 folio 122;
- (s) **The Edge at Westbrook** means the precinct known as The Edge at Westbrook within the Development;

- (t) **VIP List** means the list of customers who have pre-registered with the Promoter to purchase a Lot at the Development at the Event; and
- (u) **Voucher** has the meaning provided in clause 2 of these terms and conditions.