



## 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 relates to the Eligible Lots and entitles a customer who meets the Promotion Eligibility Criteria set out in clause 3 below to receive Flight Centre holiday vouchers with a total value of AUD \$10,000.00 (**Voucher**).

### Promotion Eligibility Criteria

3. In order to be eligible for the Promotion:
  - (a) a customer must pay \$5,000, via EFT into an account nominated by the Promoter in cleared funds, for its selected Eligible Lot;
  - (b) a customer must sign and deliver the Land Contract specific to the selected Eligible Lot via hand delivery, email or e-contract within 7 days of payment of the \$5,000 amount referred to in clause 3(a) above;
  - (c) a customer must pay the balance of the Deposit (being the Deposit amount less the \$5,000 already paid), via EFT into an account nominated by the Promoter and in cleared funds, at the time of signing the Land Contract;
  - (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 signs the Land Contract;
  - (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,

4. 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](http://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.
5. 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**

6. 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 complaint 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](mailto:privacy@denniscorp.com.au) or by calling 03 9573 1208.
7. By participating in the Promotion, the customer consents to receiving communications, including marketing and promotional materials, via electronic means from the Dennis Group.

### **General**

- 8. 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.
- 9. 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.
- 10. 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](mailto:info@westbrookestate.com.au) or by calling 1300303420.
- 11. 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.
- 12. The Promoter holds the benefit of clause 11 on trust for each member of the Dennis Group and each of their officers, employees, representatives, agents and contractors.

### **Definitions**

- 13. The following definitions apply in these terms and conditions:

- (a) **Dennis Group** has the meaning provided in clause 6(a) of these terms and conditions;
- (b) **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;
- (c) **Development** means the residential development of the Promoter or its Related Entities that is marketed by the Promoter under the name Westbrook;
- (d) **DFC Privacy Policy** has the meaning provided in clause 6(f) of these terms and conditions;
- (e) **Eligible Lot** means any one of Lot 5427, Lot 5428 and Lot 5430 in Stage 54A at The Edge at Westbrook;
- (f) **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;
- (g) **Metricon** means Metricon Homes Pty Ltd ACN 005 108 752;
- (h) **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; and
  - (iii) for Lot 5430 in Stage 54A will be the Vantage 40 (S Series) Plantation Façade;
- (i) **Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth);
- (j) **Promoter** has the meaning provided in clause 1 of these terms and conditions;
- (k) **Promotion** means the promotion described in these terms and conditions;
- (l) **Promotion Eligibility Criteria** means the requirements set out clause 3 of these terms and conditions;
- (m) **Related Entity** or **Related Entities** has the same meaning given to it under the *Corporations Act 2001* (Cth);
- (n) **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;

- (o) **The Edge at Westbrook** means the precinct known as The Edge at Westbrook within the Development; and
- (p) **Voucher** has the meaning provided in clause 2 of these terms and conditions.