

### Terms and conditions of the Promotion and Prepaid Card Offer

1. The Promoter is offering a rebate promotion on Selected Lots, where Buyers of such Selected Lots who satisfy the Rebate Eligibility Criteria can receive a Rebate on Settlement of the DFC Contract (**Promotion**).
2. In addition to the Promotion, the Promoter is offering a prepaid debit card with a value of \$5,000 to the first 10 Buyers who purchase a Selected Lot in the DFC Community and satisfy the Prepaid Card Eligibility Criteria (**Prepaid Card Offer**). For avoidance of doubt, the Prepaid Card Offer is only available to a Selected Lot that has titled before the Commencement Date.
3. The Promotion and Prepaid Card Offer commences on 9 October 2019 (**Commencement Date**) and expires at 5.00pm on 5 November 2019 (**Promotion Period**). The Promotion Period may be reduced by the Promoter in its absolute discretion. For the avoidance of doubt, the Promotion and Prepaid Card Offer do not apply to any DFC Contracts entered or Lots reserved (with or without a holding deposit) before the Commencement Date or after the Promotion Period has expired.
4. To be eligible to receive a Rebate under the Promotion, a Buyer must:
  - (a) sign and deliver the DFC Contract for a Selected Lot (which may be a titled or untitled Selected Lot) within the Promotion Period via any one of the following methods:
    - (i) hand delivery;
    - (ii) mail;
    - (iii) facsimile;
    - (iv) email; or
    - (v) e-contract portal.
  - (b) pay the Deposit within 7 days of entry into the DFC Contract;
  - (c) effect Settlement no later than:
    - (i) for a titled Lot (which must be a Selected Lot), 60 days from contract signing or 31 December 2019, whichever occurs earlier; or
    - (ii) for an untitled Lot (which must be a Selected Lot), 14 days after notification of registration of the plan of subdivision; and
  - (d) not have participated in the Promoter's \$6,000 Builder Referral Program at any DFC Community; and
  - (e) strictly comply with these terms and conditions and the DFC Contract.

5. To be eligible to receive a prepaid debit card with a value of \$5,000, a Buyer must:
  - (a) sign and deliver the DFC Contract for a titled Selected Lot within the Promotion Period via any one of the following methods:
    - (i) hand delivery;
    - (ii) mail;
    - (iii) facsimile;
    - (iv) email; or
    - (v) e-contract portal.
  - (b) pay the Deposit within 7 days of entry into the DFC Contract;
  - (c) effect Settlement no later than 60 days from contract signing or 31 December 2019, whichever occurs earlier;
  - (d) not have participated in the Promoter's \$6,000 Builder Referral Program at any DFC Community; and
  - (e) strictly comply with these terms and conditions and the DFC Contract.
6. If the Buyer meets the Rebate Eligibility Criteria, the balance of the applicable purchase price payable by the Buyer due to the Vendor at Settlement (being the applicable purchase price less the Deposit already paid) will be reduced by the amount of the Rebate. For the avoidance of doubt, the Buyer will not be entitled to receive the Rebate as cash or in any other form other than as a set off against the applicable purchase price.
7. If the Buyer meets the Prepaid Card Eligibility Criteria, the \$5,000 prepaid debit card (issued by a provider nominated by the Promoter) will be sent to the Buyer by registered mail to the address listed in the DFC Contract (or such other address notified to the Promoter) within 6 weeks after the Settlement of the relevant DFC Contract. The Promoter reserves the right to issue two or more prepaid debit cards (instead of one prepaid debit card) to the eligible Buyer provided that the total value of all the cards issued to the eligible Buyer does not exceed \$5,000. The prepaid debit card/s will be strictly subject to trading terms imposed by the card issuer from time to time. The Promoter will use reasonable endeavours but makes no promises to arrange for the card/s to be issued as soon as possible to the date of the Buyer's Settlement. The Promoter reserves the right and sole discretion to change the prepaid card issuer at any time. The prepaid card (or prepaid cards, as the case may be) is not transferable and not redeemable for cash or other prizes or rewards. The total or part value of the prepaid card/s cannot be set off against the purchase price for the Lot.
8. The Promoter reserves the right to seek photographic identification documents to verify the identity of the Buyer.
9. The Promoter is not liable for, and is not obliged to replace any lost, misdirected, misplaced or expired prepaid debit card/s issued to the Buyer. To the extent permitted

by law, the Buyer indemnifies the Promoter in respect of any claims in relation to loss or damage arising howsoever in connection with the issuance and use of the prepaid debit card/s.

10. By participating in this Promotion and Prepaid Card Offer, the Buyer acknowledges and agrees that:

(a) the Promoter, Dennis Family Corporation Pty Ltd ABN 15 089 081 667 and its Related Entities (together, the **Dennis Group**) may collect the Buyer's personal information directly from the Buyer or via third parties (such as estate agents, sales agents and referrers);

(b) Dennis Group will use the Buyer's personal information to conduct and administer the Promotion (including by considering the Buyer's expression of interest in the Promotion, validating whether the Buyer has met the Rebate Eligibility Criteria and/or the Prepaid Card Eligibility Criteria, processing the Rebate if the Buyer has met the Rebate Eligibility Criteria, and making available the prepaid debit card/s to a Buyer that has met the Prepaid Card Eligibility Criteria);

(c) the Buyer's Personal information may be shared:

(i) with the Vendor;

(ii) within the Dennis Group; and

(iii) 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 Buyer 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 Buyer may not be able to participate in the Promotion and/or the Dennis Group may not be able to process the Rebate or the Prepaid Card Offer;

(e) the Dennis Group does not generally disclose personal information outside Australia;

(f) the Buyer'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://www.denniscorp.com.au/privacy-policy>;

(g) the DFC Privacy Policy states how the Buyer can seek to access or correct any personal information the Dennis Group holds about the Buyer, how to complain about a privacy breach and how the Dennis Group will deal with a privacy complaint; and

(h) the Buyer can contact the DFC Privacy Policy Officer by email at [privacy@denniscorp.com.au](mailto:privacy@denniscorp.com.au) or call 03 9573 1208.

11. By participating in this Promotion (and the Prepaid Card Offer for those Buyers who qualify for that offer), the Buyer consents to receiving communications, including marketing and promotional materials, via electronic means from the Dennis Group.
12. The Buyer acknowledges and agrees that the Promoter has not at any time made any warranties or representations about the suitability or impact of this Promotion or the Prepaid Card Offer on the Buyer's circumstances. The Buyer promises the Promoter that it has made all necessary enquiries and sought independent advice on the terms and conditions of this Promotion and the Prepaid Card Offer before participating.
13. The Buyer releases and indemnifies the Promoter and each other member of the Dennis Group from all losses, claims or damages suffered or resulting from or in connection with any part of this Promotion or the Prepaid Card Offer to the extent permitted by law.
14. The following definitions apply in these terms and conditions:
  - (a) **Buyer(s)** means a buyer of a Selected Lot who participates in the Promotion (and includes a buyer of a Selected Lot who participates in the Prepaid Card Offer) and does not include a nominee.
  - (b) **DFC Community** means the residential development of the Promoter or its Related Entities that is marketed by the Promoter under the name Westbrook.
  - (c) **DFC Contract** means the contract for the sale of a Lot in the DFC Community which includes the Buyer 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.
  - (d) **Deposit** means the deposit amount referred to in the DFC Contract.
  - (e) **Lot** means a lot on a plan of subdivision for a DFC Community.
  - (f) **Prepaid Card Eligibility Criteria** means the requirements set out clause 5 of these terms and conditions which a Buyer must satisfy to be eligible to receive the \$5,000 prepaid debit card.
  - (g) **Promoter** means Leakes Pty Ltd ACN 109 665 572 of Level 1, 863 High Street Armadale, Victoria 3143.
  - (h) **Promotion** has the meaning provided in clause 1 of these terms and conditions.
  - (i) **Promotion Period** has the meaning provided in clause 3 of these terms and conditions.
  - (j) **Rebate** means a rebate offered to the Buyer under this Promotion (and subject to the requirements of these terms and conditions and the DFC Contract) the amount of which will be determined by DFC in its discretion with reference to the specific Lot being purchased and which amount will be notified to the Buyer prior to execution of the relevant DFC Contract.

- (k) **Rebate Eligibility Criteria** means the requirements set out clause 4 of these terms and conditions which a Buyer must satisfy to be eligible to receive the Rebate.
- (l) **Related Entity** or **Related Entities** has the same meaning given to it under the *Corporations Act 2001* (Cth).
- (m) **Selected Lots** mean the titled Lots and untitled Lots in the DFC Community that have been selected by the Promoter, the particulars of which can be provided upon request.
- (n) **Settlement** means the provision of vacant possession of the Lot to the Buyer, and the acceptance of title and payment by the Buyer of the purchase price and all other money due to the Vendor under the DFC contract.
- (o) **Vendor** means the party who is listed as the vendor in the DFC Contract.