I-IABITAS Aurora

Friend or Family Referral Form

Terms & Conditions

- 1. In these Terms and Conditions:
 - (a) **Contract** means a binding and unconditional Contract of Sale with Development Victoria in respect of a residential property within a Development Victoria estate;
 - (b) **Development** means the Habitas estate in Wollert, Victoria;
 - (c) Gift Card means a \$2,500 prepaid VISA gift card procured by Development Victoria;
 - (d) **Habitas Contract** means a binding and unconditional Contract of Sale with Development Victoria in respect of a residential property within the Development;
 - (e) **Purchaser** means a person who:
 - (i) has been referred to the Development by a Referrer; and
 - (ii) purchased a residential property within the Development via the Sales Centre and entered into a Habitas Contract;
 - (f) **Referrer** means a person who has:
 - (i) referred the Development to a Purchaser; and
 - (ii) either:
 - (A) entered into a Contract before referring the Development to a Purchaser;
 - (B) owns a residential property within the Development and provides satisfactory evidence of ownership to Development Victoria's sales agent at the Sales Centre (this may be in the form of a rates notice, utility bill, title search or any other evidence Development Victoria deems acceptable); or
 - (C) occupies a residential property within the Development and provides satisfactory evidence of occupation to Development Victoria's sales agent at the Sales Centre (this may be in the form of a rates notice, utility bill, rental agreement or any other evidence Development Victoria deems acceptable); and
 - (g) **Sales Centre** means the sales centre for the Development located at the corner of Harvest Home Road and Whitelight Avenue, Epping, Victoria.
- 2. The 'Habitas Family and Friend Referral Program' (**Program**) commences on 22 July 2024 and ends on 27 October 2024 and only applies to Habitas Contracts entered into by Purchasers within this timeframe.
- 3. Only one Gift Card will be made available in respect of each Habitas Contract. A Purchaser can nominate only one Referrer in respect of a Habitas Contract.



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- 4. A Referrer may only refer up to three Purchasers and receive a maximum of three Gift Cards under this Program.
- 5. The Purchaser and the Referrer must not be the same person.
- 6. If a Purchaser enters into a Habitas Contract, only the Referrer will receive a Gift Card within 60 days after the Purchaser enters into a Habitas Contract.
- 7. The Purchaser agrees and acknowledges that Development Victoria will determine, in its absolute discretion, whether a person satisfies the criteria to be considered a Referrer.
- 8. Development Victoria assumes no responsibility for incorrectly completed 'Friend or Family Referral Forms'. It is the responsibility of the Purchaser to ensure that the correct details are provided for the Referrer.
- 9. The Gift Card will be sent to the Referrer by Australia Post registered mail using the address notified by the Purchaser.
- 10. The bearer of the Gift Card is entitled to its face value of the card. Standard terms and conditions of the card issuer (including, but not limited to, any validity, expiry dates or activation requirements) apply to the use of the Gift Card.
- 11. Development Victoria accepts no responsibility for defaced, altered, damaged, lost or stolen Gift Cards.
- 12. Entitlement to receive a Gift Card is not transferrable.
- 13. The Program cannot be used in conjunction with any other referral program offered by Development Victoria.
- 14. Development Victoria reserves the right to review, change or discontinue the Program at any time.
- 15. Employees and contractors of Development Victoria and their families are excluded from the Program.



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