

# Bloomdale

Simply fill in this form and hand it to your Bloomdale representative.

## Your details

First name:

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Last name:

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Bloomdale address:

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Phone:

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Email:

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Today's date:

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## Your friend's details

First name:

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Last name:

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Phone:

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Email:

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## Full Terms and Conditions

### Bloomdale – Referral Promotion (Promotion) Details

1. In these terms and conditions and in any marketing materials or communications in relation to the Promotion, AVID Property Group means the relevant AVID Property Group entity that is the vendor at Bloomdale, Diggers Rest.
2. The Promotion provides for people who are contacted by AVID Property Group (Referrer) to refer to AVID Property Group friends and family of the Referrer who they know may be interested in purchasing residential land at AVID Property Group's Bloomdale residential development (Referred Buyer).
3. The Promotion only applies to residential land lots in Stages 29 and 30 within the Bluegrass or Autumn Way Release) for sale by AVID Property Group at Bloomdale within the promotion period. (Qualifying Property).
4. The Promotion runs from 1 December 2018 – 28 February 2019 (Promotion Period), inclusive. The Promotion does not apply where a holding deposit has been provided by a Referred Buyer to AVID Property Group's agent in respect of a Qualifying Property prior to 1 December 2018 or after 28 February 2019.
5. Each Referrer who complies with the Promotion terms and conditions, will be eligible to receive a Visa Gift Card to the face value of \$1,000 (Gift Card), plus the Referred Buyer will also be eligible to receive a Visa Gift Card to the face value of \$1,000.

### Eligibility

6. To be eligible for and receive the Gift Card, a Referrer must:
  - refer a Referred Buyer to AVID Property Group within the Promotion Period by completing the referral form in accordance with any directions given by AVID Property Group and providing it to AVID Property Group before the Referred Buyer commences any discussions or negotiations in relation to a Qualifying Property with AVID Property Group or its agent; and
  - disclose the Promotion to the Referred Buyer and obtain the consent of the Referred Buyer before referring their details to AVID Property Group.
7. A Referrer's eligibility for the Gift Card is subject to:
  - AVID Property Group confirming that the Referred Buyer is a new introduction (i.e. has not previously provided consent or registered their interest to be contacted via AVID's database; has not commenced any discussions or negotiations in relation to a Qualifying Property with AVID Property Group or its agent) to AVID Property Group. AVID Property Group reserves the right to verify the validity of all referrals and the eligibility of a Referrer to receive the Referral Reward will be determined by AVID Property Group in its absolute discretion;
  - the Referred Buyer providing notice to AVID Property Group confirming they were referred to AVID Property Group by the Referrer and no other party during the Promotion Period;
  - the Referred Buyer entering into a binding contract to purchase a Qualifying Property on or before 28 February 2019; and
  - the Referred Buyer must pay the full deposit of the purchase price under the Contract within the time required under the Contract and no later than 28 February 2019 and settle their Contract no later than 30 June 2019 and complying with the terms and condition of the Contract, as set out below.
8. Any dispute in relation to the eligibility to participate in the Promotion or receive a Gift Card will be determined by AVID Property Group in its absolute discretion.
9. The Promotion is only open to natural persons, not businesses. Employees of AVID Property Group or its related entities, builders, financial planners, real estate agents, contractors or those otherwise engaged in similar business as determined by AVID Property Group are not eligible to participate in the Promotion as a Referrer.
10. AVID Property Group is under no obligation under the Promotion to enter into a Contract.
11. In the event that a Referred Buyer is referred by more than one Referrer, only the first Referrer to refer the Referred Buyer will be eligible to receive the Gift Card, as determined by AVID Property Group in its absolute discretion.
12. Only one Gift Card will be provided in respect of any one particular Qualifying Property irrespective of the number of Referrer's claiming eligibility or the number of Referred Buyers in respect of any one particular lot at the Qualifying Property.
13. The Referrer will indemnify AVID Property Group in respect of any claim made against AVID Property Group or any loss and damage suffered by them as a result of the Referrer's participation in the Promotion, including any claims from the Referrer or a Referred Buyer.

14. The Referrer may not deduct or set off the Gift Card from any moneys or debts payable to AVID Property Group. The Gift Card is not transferable or exchangeable and, subject to the terms and conditions applying to the use of the Gift Card, cannot be taken as cash.
15. Any taxes, duties, levies or similar charges payable in relation to the receipt of the Gift Card are the responsibility of the recipient.
16. Each Referrer entitled to a Gift Card will be contacted and asked to provide a home address for delivery of the Gift Card. The Gift Card will be provided to the address specified by the Referrer after the later of the end of the Promotion Period and the Referred Buyer completing (i.e. settling) its purchase of Qualifying Property in accordance with the terms and conditions of the Contract and any other terms and conditions of the Promotion have been complied with. For avoidance of doubt, the Referrer will not be eligible to receive the Gift Card if the Contract does not complete for any reason whatsoever.
17. If for any reason AVID Property Group is unable to contact the Referrer to arrange delivery within two months of the Referred Buyer completing (i.e. settling) purchase of the relevant Qualifying Property then the Gift Card will be forfeited and the relevant party that could not be contacted will have no claim against AVID Property Group.
18. The Gift Card is subject to separate terms and conditions. A copy of such terms and conditions can be obtained by visiting <https://universalgiftcard.com.au/terms.aspx>. The Gift Card cannot be used in certain retail outlets. AVID Property Group does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Gift Card, or for any card faults or defects or if the recipient is unable to use the Gift Card for any reason including if the Gift Card is damaged or lost.
19. Recipients of a Gift Card acknowledge and agree that they are bound by these terms and conditions and the terms and conditions relating to the use of the Gift Card.

## General

20. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of AVID Property Group, AVID Property Group reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - to disqualify any individual; or
  - to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Except for any liability that cannot be excluded by law, AVID Property Group (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
22. The Promotion is not available in conjunction with any other promotion or offer by AVID Property Group or any of its related entities including but not limited to the Builder Referral offer which is offered at the same time as this promotion.
23. AVID Property Group may cancel or make changes to the Promotion at any time without notice.

## Privacy

24. AVID Property Group Services Pty Ltd and its related entities (we, us or our) may collect, use and disclose personal information about you. We collect personal information directly from you (unless it is unreasonable or impracticable to do so) and from third parties. We collect personal information about you in order to provide you with products or services and to assist us in the operation of our business. We may disclose your personal information to third parties (including our related entities), service providers, contractors and agents who assist us in the operation of our business. We are unlikely to disclose your personal information outside of Australia.
25. We may send you marketing communications and information about products, services and promotions that we consider may be of interest to you. You may opt-out of receiving communications from us by contacting us in accordance with our Privacy Policy or by using any opt-out facilities provided in the marketing communications.
26. Our Privacy Policy contains information about how you can access and ask for correction of your personal information, as well as how you can make a complaint about the handling of your personal information.

please visit

<http://www.avidpropertygroup.com.au/privacy-policy/>