

**Promotion: Builder Referral Program at Carolina East**

**Development: Carolina East, Deanside VIC 3335**

**Promotion Terms and Conditions**

**SCHEDULE to Terms and Conditions**

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| <b>Promotion</b>                             | <p>Builder Referral Program at Carolina East – Selected Lots in Stages 13, 15, 18 and 19 (<b>Promotion</b>) allows registered and licensed builders and their employees (each a <b>Referring Participant</b>) to refer buyers (<b>Referred Buyer</b>) to purchase land from the Promoter at its Carolina East Development.</p> <p>On the basis that the Referring Participant meets all requirements in these terms and conditions, and the Referred Buyer settles, the Referring Participant will be entitled to receive a corresponding incentive particular to the Qualifying Property (<b>Referral Incentive</b>).</p> |
| <b>Promoter</b>                              | AVID Properties Australia Pty Ltd (ACN 604 308 152) ( <b>AVID</b> ) of Level 5, 7 Macquarie Place, Sydney, NSW 2000  |
| <b>Development</b>                           | Carolina East – Deanside VIC 3335  |
| <b>Participants</b>                          | <p>The following participants are permitted to participate in this Promotion:</p> <ol style="list-style-type: none"> <li>a registered and licensed builder in Victoria; or</li> <li>an employee of a registered and licensed builder in Victoria.</li> </ol>   |
| <b>Referred Buyer</b>                        | A buyer or buyers who have been referred to the Promoter by the Referring Participant, who are not already on the Promoter's database and who enter into a Contract with the Promoter.   |
| <b>Contract</b>                              | Means the contract for the purchase of a Qualifying Property entered into between the Promoter (as Seller) and the Referred Buyer (as Buyer).  |
| <b>Participation – general</b>               | <p>Each Referring Participant is eligible to participate as either one of the following:</p> <ol style="list-style-type: none"> <li>a single person participant;</li> <li>a multiple person participant; or</li> <li>an entity participant.</li> </ol>   |
| <b>Participation – residency restriction</b> | Participation in the Promotion is only available to residents of Australia.  |
| <b>Participation – age restriction</b>       | Participation in the Promotion is only available to persons over 18 years of age.  |
| <b>Promotional Period</b>                    | <p>From: 9:00am AEST on 30 March 2026 until the earlier of:</p> <ol style="list-style-type: none"> <li>the date the last Qualifying Property is sold; and</li> <li>5.00pm, 31 December 2026, unless extended by AVID in writing.</li> </ol>  |
| <b>Promotion Period Exclusion</b>            | <p>The Promotion does not apply where:</p> <ol style="list-style-type: none"> <li>a holding deposit or expression of interest deposit has already been paid to AVID; or</li> <li>a Contract has been signed by a Referred Buyer or Referring Participant in respect of a Qualifying Property prior to 9.00am AEST on 30 March 2026.</li> </ol>   |

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| <p><b>Eligibility Criteria</b></p> | <p>The Referring Participant’s eligibility to receive a Referral Incentive is subject to:</p> <ol style="list-style-type: none"> <li>a. the Referring Participant correctly completing the Promoters referral form referring a Referred Buyer to the Promoter;</li> <li>b. the Promoter confirming with the Referring Participant, and being satisfied (in its absolute discretion) that the Referred Buyer is a “new introduction”, and not already on the Promoter’s database prior to the Referred Buyer contacting the Promoter;</li> <li>c. the Referred Buyer entering into the Contract during the Promotion Period on terms agreeable to the Promoter, and for a purchase price no less than the price nominated by the Promoter for the Property, as advised from time to time;</li> <li>d. the Referred Buyer satisfying all conditions under the Contract, in accordance with the terms and conditions of the Contract; and</li> <li>e. the Referred Buyer settling the Contract, in accordance with its terms and conditions by no later than the date specified as the date for settlement under the Contract.</li> </ol> <p>The Promoter reserves the right, in its absolute discretion, to:</p> <ol style="list-style-type: none"> <li>a. take all necessary steps to verify the validity of a Referred Buyer; and</li> <li>b. verify the eligibility of a Referring Participant to receive the Referral Incentive.</li> </ol> <p>A Referring Participant will not receive the Referral Incentive if settlement under the Contract is extended beyond the date specified as the date for settlement under the Contract at the request of the Referred Buyer or is delayed as a result of the Referred Buyer’s default.</p> |
| <p><b>Referral Incentive</b></p>   | <p>The Referral Incentive will be provided to the Referring Participant following the Referred Buyer completing (i.e. settling) its purchase of Qualifying Property in accordance with the terms and conditions of the Contract. For avoidance of doubt, the Referring Participant will not be eligible to receive the Referral Incentive if the Contract does not settle for any reason whatsoever.</p> <p>Subject to these Terms and Conditions, the Referring Participant will be eligible to receive one (1) Referral Incentive paid by way of a Prezzy Gift Card for referring the Referred Buyer. For information on the restrictions and limitations of the Referral Incentive, please read these Terms and Conditions.</p> <p>The Prezzy Gift Card is subject to separate terms and conditions imposed by the issuer. A copy of such terms and conditions can be obtained by visiting <a href="https://www.prezzy.com.au/doc/terms-of-service/">https://www.prezzy.com.au/doc/terms-of-service/</a></p> <p>The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to:</p> <ol style="list-style-type: none"> <li>a. the use of the Prezzy Gift Card;</li> <li>b. any card faults or defects; or</li> <li>c. if the Referring Participant is unable to use the Prezzy Gift Card for any reason including if the Prezzy Gift Card is damaged or lost.</li> </ol>   |

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| <p><b>How to participate</b></p>   | <p>Subject to meeting the Eligibility Criteria, in order to participate in the Promotion, the Referring Participant must:</p> <ol style="list-style-type: none"> <li>a. refer a Referred Buyer to the Promoter within the Promotional Period by completing the referral the Promoters Referral Form (<b>Form</b>) in accordance with any directions given by the Promoter, before the Referred Buyer physically visits the Promoters Sales and Information Centre at Carolina; and</li> <li>b. obtain the consent of the Referred Buyer before supplying their details on the Form to the Promoter.</li> </ol>  |
| <p><b>Qualifying Property and Corresponding Referral Incentive</b></p>             | <p>The Promotion applies to the following lots for sale by the Promoter at Carolina (each a <b>Qualifying Property</b>) (unless already subject to Contract):</p> <ul style="list-style-type: none"> <li>• Carolina East Lots: 1356, 1523, 1562, 1818, 1822, 1826, 1827, 1828, 1830, 1843, 1844, 1856, 1858, 1859, 1860, 1861, 1862, 1863, 1865, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1915, 1916, 1923, 1924, 1925, 1931, 1932, 1933, 1934, 1941, 1942, 1943, 1944, 1948, 1949, 1950, 1951.</li> </ul> <p>Applicable to the most recent advertised land price before application of the promotion. The Builder may be entitled to an amount of up to \$2,000</p>   |
| <p><b>Are there any restrictions or limitations on the Referral Incentive?</b></p> | <p>There is only one Referral Incentive available for each Contract irrespective of:</p> <ol style="list-style-type: none"> <li>a. the number of Referring Participants claiming eligibility;</li> <li>b. the number of Referred Buyers purchasing any particular lot of the Qualifying Property under that Contract; or</li> <li>c. the number of Qualifying Property lots being purchased in the Contract.</li> </ol> <p>In the event that a Referred Buyer is referred by more than one Referring Participant, only the first Referring Participant to refer the Referred Buyer will be eligible to receive the Referral Incentive, as determined by the Promoter in its absolute discretion.</p>                                |
| <p><b>Collection of Referral Incentive</b></p>                                     | <p>Eligible Referring Participants will receive their referral confirmation via email address provided at time of signing contact and the Referral Incentive will be payable within 60 days of date of settlement occurring.</p> <p>If for any reason the Promoter is unable to contact the Referring Participant or the Referring Participant fails to provide any details necessary to effect payment of the Referral Incentive within 90 days of the Referred Buyer completing the purchase of the relevant Qualifying Property, then the Referral Incentive will be forfeited and the Referring Participant that could not be contacted or fails to collect the Referral Incentive, will have no claim against the Promoter</p> |

**Terms and Conditions Section 1 – General**

1. Information on how to participate in the Promotion and Referral Incentive details form part of these terms and conditions.

2. By participating in the Promotion, Referring Participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Referring Participants must comply with these terms and conditions to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Sections 1 to 7 of these terms and conditions the Schedule will prevail.
5. Any dispute in relation to the eligibility to participate in the Promotion or receive the Referral Incentive will be determined by the Promoter in its absolute discretion. The Promoter's decision will be final and binding on the Referring Participant.

### **Terms and Conditions Section 2 – Who can participate**

6. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.
7. A Referring Participant will not receive the Referral Incentive if the Referred Buyer does not settle the Contract by 5pm on the day specified as the first date for settlement under the Contract at the request of the Referred Buyer or is delayed as a result of the Referred Buyer's default.

### **Terms and Conditions Section 3 – How to participate**

8. To participate in the Promotion, each Referring Participant must comply with the 'How to Participate' section of the Schedule.
9. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all Referring Participants. The Promoter reserves the right to disqualify any Referring Participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
10. The Promoter reserves the right, in its sole discretion, to disqualify any Referring Participant who has:
  - a. provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
  - b. breached any of these terms and conditions; and/or
  - c. contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
11. The eligibility of Referring Participants to receive a Referral Incentive is solely within the discretion of the Promoter.
12. The Promoter accepts no responsibility for late, lost or misdirected communications.
13. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
14. If participation in the Promotion requires access to Facebook, Referring Participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any

Referring Participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

15. If participation in the Promotion requires access to Instagram, Referring Participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Referring Participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

#### **Terms and Conditions Section 4 – Incentives**

16. Each Referral Incentive is not transferrable, exchangeable, or redeemable for cash.
17. If any Referral Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Referral Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
18. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Referral Incentive are the sole responsibility of each Referring Participant.
19. The Referring Participant's use of the Referral Incentive is entirely at their own risk. Before the Referral Incentive is provided, the receiver of the Referral Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Referral Incentive.
20. The Buyer / Referring Participant may not deduct or set off the value of the Referral Incentive from any moneys or debts payable to the Promoter. The Referral Incentive is not transferrable or exchangeable and, may not be issued or taken as cash.
21. Any taxes, duties, levies or similar charges payable in relation to the receipt of the Referral Incentive are assigned to and are the responsibility of the Buyer.

#### **Terms and Conditions Section 5 – Receiving the Incentive**

22. Subject to these Terms and Conditions each eligible Referring Participant that complies with these terms and condition will receive the Referral Incentive.
23. The eligibility of Referring Participants to receive the Incentive is solely within the discretion of the Promoter.
24. The Promoter reserves the right to request each Referring Participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
25. Each Referring Participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each Participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
26. It is the responsibility of each Referring Participant to notify the Promoter of any change to their contact details.

27. The Promoter may vary or withdraw and Qualifying Property from the Promotion or vary the Promotion Period. The Promoter may also with prior notice, make reasonable variations to the terms of the Promotion.
28. All information provided is subject to change without notice. Referring Participants should make their own enquiries and satisfy themselves as to whether the information provided is current and correct and if appropriate, seek appropriate advice before making the referral.

#### **Terms and Conditions Section 6 – Limit on Liability**

29. Any Referral Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Referral Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then the Referring Participant will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Referral Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
30. By entering into this Promotion, the Referring Participant is indicating its agreement to be bound by these Terms and Conditions.
31. In consideration for the Promoter entering into a Contract with the Referring Participant and offering a Referral Incentive in accordance with this Promotion the Referring Participant agrees to release and indemnify the Promoter and each of its officers, employees and agents in respect of all claims, liabilities, losses and causes of action whatsoever arising directly or indirectly out of or in connection with the Referral Incentive.
32. To the maximum extent permitted by law, the Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement relating to the Promotion, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and, except for any liability which cannot be excluded by law, will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such Promotion, advertisement, publication or statement

#### **Terms and Conditions Section 7 – Privacy**

33. The Promoter will collect and use each Referring Participant's personal information for the purposes of:
  - a. conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
  - b. providing information to the Referring Participant about the products and services offered by the Promoter and its related companies; and
  - c. research to improve its products and services.
34. By participating in the Promotion, Referring Participants consent to the use of their personal information as described in these terms and conditions.

35. Any personal data relating to the Referring Participant or any other entrants will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the AVID Privacy Policy [https://www.avid.com.au/privacy\\_policy/](https://www.avid.com.au/privacy_policy/) .
36. Referring Participants may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy [https://www.avid.com.au/privacy\\_policy/](https://www.avid.com.au/privacy_policy/)
37. This is the current version of the promotion Terms and Conditions as of **30 March 2026** and supersede all early versions of these Terms and Conditions.

**For full terms and conditions on Land Contracts, please see [www.avid.com.au/land-terms-conditions/](http://www.avid.com.au/land-terms-conditions/)**