

# WINDERMERE

MAMBOURIN

**Be the first two Eligible Buyers at  
Windermere and Receive \$10,000\***

*Grown into life at Windermere.*

**Early Summer Sale \$10k Gift Card**

*\*Offer ends 30 November 2023. Refer to the terms and conditions.*



mywindermere.com.au | 1300 008 555  
275 Greens Road Mambourin VIC 3024

PROUDLY DEVELOPED BY  
**RISLAND**

# Gift Card Application Form

## NAME OF PARTICIPANT 1

FIRST NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_

ABN \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

## NAME OF PARTICIPANT 2

FIRST NAME \_\_\_\_\_

LAST NAME \_\_\_\_\_

ABN \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

Note: Please ensure you read carefully the Terms and Conditions in relation to this Promotion. By signing below, you acknowledge having received, read and agreed to all conditions stipulated in the Terms and Conditions. This notice is not valid unless signed by the Participant(s) and accepted by RISLAND.

## SIGNATURE OF PARTICIPANT(S)

SIGN HERE \_\_\_\_\_ DATE / / \_\_\_\_\_

## ACCEPTED BY RISLAND

SIGN HERE \_\_\_\_\_ DATE / / \_\_\_\_\_



# The terms and conditions

## PROMOTION

Early Summer Sale \$10k Gift Card - \$10,000 Gift Card or Cash on Eligible Property

## PROMOTER

Country Garden Mambourin Pty Ltd ABN 87 620 145 039 (Risland)

## PROMOTION PERIOD

From 9.00am on 1 November 2023 to 5.00pm on 30 November 2023 or until cancelled by the Promoter in its absolute discretion, whichever comes earlier.

## ELIGIBLE BUYER

The Promotion is for the first two buyers who:

- a. are natural persons over the age of 18 years and are not a company, registered builder, superannuation fund or persons acting as agent on behalf of other persons;
- b. are not an employee, agent, consultant or related entity of the Promoter;
- c. enter into an unconditional contract of sale with the Promoter for the purchaser of an Eligible Property (**Contract**) during the Promotion Period;
- d. pay the 5% deposit required under the Contract on or before the date required by the Contract.
- e. comply with the terms of the Contract and are not otherwise in default under the Contract; and
- f. settle the purchase of the Eligible Property on the due date for settlement under the Contract.

(Eligible Buyer).

## HOW IT WORKS

Subject to these terms and conditions, the Promoter will provide to the first two Eligible Buyers who purchase an Eligible Property during the Promotion Period a Gift Card/E-Gift Card equivalent to \$10,000 (including GST). If the Eligible Buyer has an ABN and issues a valid tax invoice to the Promoter, the Promoter will, instead of giving a Gift Card, pay the amount of \$10,000 (including GST) by cash to their nominated bank account. The Gift Card is subject to separate terms and conditions imposed by the issuer. The Promoter 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 Eligible Buyer is unable to use the Gift Card for any reason including if the Gift Card is damaged or lost.

The Promotion is valid for the first two sales during the Promotion Period on a first-come first-served basis, based on the date the Contract is signed by the Eligible Buyer.

## ELIGIBLE PROPERTY

The Promotion applies to any residential lot at Windermere which has been released to the market for sale by the Promoter as at the date of the commencement of the Promotion Period.

## PAYMENT OF GIFT CARD

Within 60 days after the date the Eligible Buyer completing the purchase of the relevant Eligible Property, the Promoter or its agent will send the Eligible Buyer the Gift Card via email (E-Gift Card) or contact the Eligible Buyer to collect the Gift Card from the location advised by the Promoter at the time of the contact. For those who have an ABN, the Promoter or its agent will request the details of the ABN, a valid tax invoice and bank account details. If for any reasons the Promoter is unable to contact the Eligible Buyer or the Eligible Buyer fails to collect the Gift Card or fails to provide the requested information within 60 days from the Promoter contacts the Eligible Buyer, then the Gift Card will be forfeited, and the Eligible Buyer will have no claim against the Promoter.



## GENERAL TERMS AND CONDITIONS

1. Information on how to participate in the Promotion and details of the Gift Card/E-Gift Card form part of these terms and conditions.
2. By participating in the Promotion, Participants accept and agree to be bound by these terms and conditions.
3. Participants must comply with these terms and conditions to participate in the Promotion.
4. Any dispute in relation to the eligibility to participate in the Promotion or receive the Gift Card will be determined by the Promoter in its absolute discretion. The Promoter's decision will be final and binding on the Participant.
5. Directors and employees (and their immediate families) of the Promoter or its related companies or real estate agencies or builders are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
6. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.
7. A Participant will waive the right to receive the Gift Card if the completion date of the acquisition of the Eligible Property pursuant to the Contract is extended at the request of the Participant or is delayed as a result of the Participant's default.
8. To participate in the Promotion, each Participant must comply with the terms and conditions of this Promotion.
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 Participants. The Promoter reserves the right to disqualify any 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 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 Participants to receive a Gift Card is solely within the discretion of the Promoter.
12. The Promoter accepts no responsibility for late, lost or misdirected communications.
13. Each Gift Card is not transferrable, exchangeable or redeemable for cash.
14. If any Gift Card is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Gift Card with a reward of equal monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
15. Once the Gift Card has left the Promoter's premises/E-Gift Card has been sent to the Eligible Buyer, the Promoter takes no responsibility for the Gift Card being damaged, lost or stolen.
16. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Gift Card are the sole responsibility of each Participant.
17. The Participant's use of the Gift Card is entirely at their own risk. The Participant agrees to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Gift Card.



18. The Eligible Buyer may not deduct or set off the value of the Gift Card from any moneys or debts payable to the Promoter.

19. Any taxies, duties, levies or similar charges payable in relation to the receipt of the Gift Card or the cash are assigned to and are the responsibility of the Participant.

20. The eligibility of Participants to receive the Gift Card is solely within the discretion of the Promoter.

21. The Promoter reserves the right to request each Participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.

22. Each 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.

23. It is the responsibility of each Participant to notify the Promoter of any change to their contact details.

24. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any Participant or other person, subject to applicable laws. These changes may include varying or withdrawing any Eligible Property from the Promotion or varying the Promotion Period.

25. All information provided is subject to change without notice. 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 entering any Contract.

26. In consideration for the Promoter entering into a Contract with the Participant and offering a Gift Card in accordance with this Promotion the 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 Promotion or the Gift Card.

27. The Promoter will collect and use each 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 Participant about the products and services offered by the Promoter and its related companies; and
- c. research to improve its products and services.

28. By participating in the Promotion, Participants consent to the use of their personal information as described in clause 27.

29. Any personal data relating to the Participant or any other entrants will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the Risland Privacy Policy at <https://mywindermere.com.au/privacy-policy>.

