# **HESPERIA**

## Refer a friend

Complete the form below to refer a friend or family member to Rivermark or Botania Park estate. If they purchase a lot and settle, you will receive a \$1,000 gift card and they will receive \$1,000 off the purchase of their lot.\*

Referred Party's [	Details				
Full Name					
Contact Number					
Email Address					
Lot Number			Estate		
Your Details					
Full Name					
Contact Number					
Email Address					
Lot Number			Estate		
Declaration					
I have read and acce	pt the Term	s and Conditions o	of this offer.		
Signed			Date		
Hosporia Office I	loo Only				
Hesperia Office U	ose Only				
Notes					
Date of Referral					
New Enquiry	Yes	No			
Estate Manager					
SOM Approval					

## **HESPERIA**

### **Terms & Conditions**

The following terms and conditions apply to the Refer A Friend program for Hesperia projects (Rivermark and Botania Park).

#### 1. Promotion

- 1.1. Promotion: Hesperia's Refer A Friend program.
- 1.2. Promoter: Hesperia Property Pty Ltd (ACN 641 894 340) of Level 3, 338 Barker Road, SUBIACO, WA 6008 (Promoter).
- 1.3. Promotion Period: The Promotion commences on 1 June 2025 and ends at 5:00pm on 30 June 2026 as amended at the Promoter's absolute discretion (Promotion Period).

#### 2. Disclaimer

- 2.1. Neither the Promoter nor any of its related bodies corporate, directors, officers, employees, contractors or consultants give or purport to give financial or investment advice in relation to the Promotion, including in respect of whether to participate in the Promotion.
- 2.2. No account has been taken of the objectives, financial situation or needs of any recipient of these terms and conditions (T&Cs). Recipients of these T&Cs should carefully consider whether an acquisition or investment in property (including by way of participation in the Promotion) is an appropriate decision or investment for them considering their personal circumstances, including their financial and taxation position.
- 2.3. The information provided in these T&Cs is not and should not be regarded as legal, financial or other professional advice. Eligible Applicants should always obtain independent advice.
- 2.4. These T&Cs are subject to change at any time during the Promotion Period.

#### 3. Eligibility

- 3.1. The Promotion is open to persons that:
  - (a) are at least 18 years of age;
  - (b) have entered into a contract of sale for a lot at either Rivermark Estate or Botania Park Estate (Applicant's Property);
  - (c) are not external sale agents, builder representatives, or financial planners; and
  - (d) are otherwise determined by the Promoter as eligible to participate in the Promotion in its absolute discretion, (Eligible Applicant).
- 3.2. An Eligible Applicant may only participate in the Promotion after the Promoter is completely satisfied the Eligible Applicant meets each eligibility requirement set out under clause 3.1.
- 3.3. Eligible Applicants enter the Promotion on the terms of these T&Cs (as amended from time to time) and agree to be bound by them.
- 3.4. The Promoter, in its absolute discretion, may change the eligibility criteria at any time during the Promotion Period and subsequently, an Eligible Applicant's eligibility in the Promotion may change during and prior to the expiry of the Promotion Period.
- 3.5 The Eligible Applicant warrants that it has the informed consent of the potential purchaser (Purchaser) to disclose the personal information of the Purchaser to the Promoter and that the Promoter can use the information provided in relation to the potential purchaser for the Promoters business including contacting the Purchaser in relation to the referral.

#### 4. How to participate in the Promotion

- 4.1. To participate in the Promotion, an Eligible Applicant must:
  - (a) introduce a Purchaser to the Promoter by completing and signing a "'Refer a Friend' at Hesperia Introduction Form" (Introduction Form) and delivering it to the Promoter's sales consultant during the Promotion Period; and
  - (b) settle on the Applicant's Property in strict accordance with the Eligible Applicant's contract of sale.
- 4.2. The Eligible Applicant will only be entitled to the benefit under this Promotion if:
  - (a) the Introduction Form is complete;
  - (b) the Introduction Form is received and acknowledged in writing by the Promoter during the Promotion Period but prior to the Purchaser enquiring with the Promoter in relation to Rivermark Estate or Botania Park Estate and in any event, prior to entering into a contract of sale to acquire a lot at Rivermark Estate or Botania Park Estate;
  - (c) the Purchaser must not have previously enquired or been referred to the Promoter;
  - (d) the Purchaser enters into contract of sale for a lot at Rivermark Estate or Botania Park Estate during the Promotion Period; and
  - (e) the Purchaser settles on a lot at Rivermark Estate or Botania Park Estate in strict accordance with the Purchaser's contract of sale.

#### 5. Benefit under the Promotion

- 5.1. Subject to clauses 5.2 and 5.3 and provided the Eligible Applicant has satisfied the participation criteria in clause 4.1 and the conditions in clause 4.2, the Eligible Applicant will be entitled to a pre-paid gift card for the value of \$1,000, valid for 12 months after activation and the referred Purchaser will be entitled to a \$1,000 rebate applied at settlement of their lot purchase (Benefit).
- 5.2. Any applicable Benefit under clause 5.1, will be provided to the Eligible Applicant within six weeks of the later of the settlement of the Eligible Applicant's contract of sale and the Purchaser's contract of sale and in accordance with these T&Cs.
- 5.3. Any applicable Benefit under clause 5.1, may not be converted into cash or any other form of tender and is not transferrable.
- 5.4. The \$1,000 rebate for the referred Purchaser will be applied as a credit at settlement and cannot be exchanged for cash or transferred to another purchaser or lot.

#### 6. General Conditions

- 6.1. If there is any inconsistency between these T&Cs and any other information published by the Promoter or the Hesperia group, these T&Cs will prevail to the extent of the inconsistency.
- 6.2. This Promotion and the provision of a Benefit is not transferable.
- 6.3. The Promoter may collect personal information about applicants for the purposes of the Promotion which will be maintained in accordance with applicable law.
- 6.4. This Promotion does not apply in conjunction with any other offer made by Hesperia or its related bodies corporate.
- 6.5. The Promoter and its related bodies corporate, directors, officers, employees, contractors or consultants disclaim all liability for any loss or damage which is suffered or sustained by an Eligible Applicant or any third party arising out of or in connection with the Promotion.
- 6.6. These terms are governed by the laws of Western Australia.



