

# Matilda builders can waltz away with \$3,000!

Tell everyone you know about Matilda. When someone you refer joins our community, you will receive a \$3,000 reward!\*

This is a special offer for the builders of Matilda because you know what a great opportunity this community presents! We'd like you to spread the word and refer Matilda to everyone you know. Every time someone you refer joins our community, we'll give you a \$3,000 gift card!\*

## Next steps

1. Ask a Matilda team member if you're eligible.
2. Get together with your referee and fill-out the back of this form.
3. Your referee must give this completed form to their Matilda Sales Agent before signing a contract of sale.
4. You will receive a \$3,000 gift card\* 30 days after the settlement of your referee's land at Matilda.

\*T&Cs apply.



# Matilda

DONNYBROOK

# Waltz home to Matilda

Complete this form together with your referee, and you'll soon be waltzing away with \$3,000!

## YOUR DETAILS

Builder Company:

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First Name:

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Last Name:

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Street Address:

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Suburb:

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State:

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Postcode:

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Email:

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Mobile:

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Home Phone:

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Signature:

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Today's Date:

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## REFERRING PARTY (YOUR) DETAILS

You must check these boxes to be eligible:

I have read and accept the terms and conditions of Matilda's Builder Referral incentive promotion.

I would like to receive information about products and services offered by Matilda and its partners and agree that I may be contacted periodically, including by phone, until I inform Matilda otherwise.

I confirm that I am a registered and licensed builder within Victoria, or employed by a registered and licensed builder within Victoria.

I confirm if the Eligible Purchaser (my referee) nominates a new/ additional purchaser to settle their contract of sale, I will not be eligible to receive the Matilda Builder Referral incentive.

I warrant that I have disclosed to the Eligible Purchaser (my referee) that I may be paid an incentive for referring them to Matilda.

## YOUR REFEREE'S DETAILS

Lot Purchased:

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First Name:

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Last Name:

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Street Address:

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Suburb:

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State:

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Postcode:

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Email:

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Mobile:

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Home Phone:

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Signature:

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Today's Date:

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## ELIGIBLE PURCHASER (YOUR REFEREE'S) DETAILS

You must check these boxes to be eligible:

I have read and accept the terms and conditions of Matilda's Builder incentive promotion.

I would like to receive information about products and services offered by Matilda and its partners and agree that I may be contacted periodically, including by phone and email marketing, until I inform Matilda otherwise.

I confirm that for the Referring Party (the builder) to be eligible for the Builder incentive, I must exchange a contract of sale, pay the full deposit and settle the contract of sale on the due date, and I must not already be registered on Matilda's database.

I confirm if I nominate a new/additional purchaser settle my contract of sale, the Referring Party will not be eligible to receive the Matilda Builder Referral incentive.

I confirm I am aware that an incentive may be paid to the Referring Party for me being referred to Matilda and I consent to payment of such incentive.



matildadonnybrook.com.au  
1150 Donnybrook Road, Donnybrook VIC 3064

# Terms and Conditions

## Background

- These terms and conditions apply to the Builder Referral Promotion (“Promotion”) offered by 1150 Donnybrook Road Pty Ltd ACN 609 867 530 (“Vendor”).
- The Promotion commences at 9.00am on 1 November 2024 and ends at the time and date on which contracts have been entered into for all Eligible Lots or such earlier time as the Vendor determines in its absolute discretion (“Promotion Period”).
- Under the Promotion, subject to these terms and conditions, the Vendor will provide a gift card to the value of \$3,000.00 (inclusive of GST, if any) (“Incentive”) to a Referring Party if an Eligible Purchaser enters a Qualifying Contract to purchase an Eligible Lot during the Promotion Period.
- By participating in the Promotion, the Referring Parties and Eligible Purchasers agree to be bound by these terms and conditions. Referring Parties and Eligible Purchasers must comply with these terms and conditions to participate in the Promotion.

## Promotion Eligibility Requirements

- A Referring Party will be eligible for the Promotion subject to and in accordance with these terms and conditions.
- The Promotion applies to the following lots at Matilda, 1150 Donnybrook Road, Donnybrook:
  - lots 130, 135, 146, 150, 160, 164, 173, 177, 186 and 187 on plan of subdivision PS908085P (Stage 1B); and
  - lots 228 and 248 on plan of subdivision PS908988H (Stage 2), (“Eligible Lots”).
- A “Referring Party” is a person who:
  - is a registered and licenced builder within Victoria (“Registered Builder”), or an employee of a Registered Builder with authority from the Registered Builder to participate in the Program in their own right; and
  - introduces an Eligible Purchaser to the Vendor by completing in full and signing the Builder Referral Form (“Referral Form”) and providing it to the Vendor’s estate manager, RPM Group (“Estate Manager”).

For the purposes of clause 7(a), to the extent that an employee of a Registered Builder is eligible to receive the Incentive, the Registered Builder shall not be eligible to receive the Incentive and vice versa.

- An “Eligible Purchaser” is:
  - a natural person over the age of 18 years and is not a company, registered builder superannuation fund or person acting as agent on behalf of another person (or persons);
  - referred to the Vendor or the Eligible Lot by a Referring Party during the Promotion Period, and not by any referring channel agent; and
  - not already entered on Matilda’s existing database nor otherwise engaged in negotiations or discussions for the purchase of an Eligible Lot.

A Referring Party cannot refer themselves as an Eligible Purchaser.

- The Promotion is only available where a Referring Party introduces an Eligible Purchaser who:
  - exchanges an unconditional contract of sale with the Vendor for the purchase of an Eligible Lot during the Promotion Period (“Qualifying Contract”);
  - complies with the terms of the Qualifying Contract without default; and
  - settles the Qualifying Contract on the due date for settlement under the Qualifying Contract.
- Without limiting clause 9, the Referring Party will not be eligible to receive the Incentive where settlement of the Qualifying Contract does not occur by the date prescribed in the Contract due to the default of the Eligible Purchaser, or where the Eligible Purchaser does not proceed to settlement and nominates an alternative transferee to take title at settlement.
- The Referring Party warrants to the Vendor that it will disclose (in writing) to the Eligible Purchaser, prior to an Eligible Lot being reserved for the Eligible Purchaser or the Eligible Purchaser entering into a Qualifying Contract, that the Referring Party may receive the Incentive from the Vendor pursuant to these terms and conditions. The Referring Party must provide the Vendor evidence of such disclosure immediately upon request, and failure by the Referring Party to disclose to the Eligible Purchaser will disqualify the Referring Party from receiving the Incentive.
- The Referral Form must be received prior to the Eligible Purchaser entering into the Qualifying Contract and accepted by the Vendor, as notified to the Referring Party in writing by the Vendor or a representative of the Vendor’s Estate Manager.
- Where an Eligible Purchaser is referred by more than one Referring Party, only the first referral received and acknowledged by the Vendor (as determined by the Vendor in its absolute discretion) will be entitled to qualify for the Promotion.
- The Incentive will be provided only once in respect of each Qualifying Contract, irrespective of the number of Eligible Purchasers entering into that Qualifying Contract.

- The Vendor reserves the right, at its absolute discretion, not to accept a referral. If a referral is not accepted, the Vendor is not under any obligation to enter into any discussion with a Referring Party or to provide any details as to the reasons why a referral has been declined.
- Any dispute in relation to the eligibility to participate in the Promotion or receive the Re Incentive will be determined by the Vendor in its absolute discretion. The Vendor’s decision will be final and binding on the Referring Party.

## Receiving the Incentive

- Subject to satisfaction of these terms and conditions, within 30 days after settlement of the Qualifying Contract by the Eligible Purchaser, the Vendor will make the Incentive available for collection by the Referring Party from the Estate Manager’s sales office during its usual operating hours. The Referring Party shall be responsible to arrange collection of the Incentive and if required, provide verification of identity. Where the Incentive is not collected by the Referring Party within 6 months of it being made available for collection, the Incentive may be forfeited to the Vendor (at its absolute discretion).
- Before the Incentive is provided to the Referring Party, the Vendor may require the Referring Party to sign an agreement (on terms acceptable to the Vendor) to release the Vendor from and indemnify the Vendor against any liability arising from or in connection with the Promotion.
- The Incentive is personal to the Referring Party and cannot be transferred or exchanged for cash. The Incentive will not be deducted from the purchase price under the Eligible Purchaser’s Qualifying Contract.
- All taxes which may be payable as a consequence of the Referring Party receiving the Incentive are the sole responsibility of the Referring Party.
- The Eligible Purchaser must disclose the contents of this Promotion to any lending institution providing finance to the Eligible Purchaser for the purchase of the Eligible Lot.
- The gift card issuer of the Incentives shall be determined by the Vendor in its absolute discretion.
- The Incentive may be subject to terms and conditions of the gift card issuer. Any queries regarding the activation, use, operation or any other query in relation to the gift card must be referred to the gift card issuer. Any dispute pertaining the gift card is strictly between the Referring Party and the gift card issuer.
- To the full extent permissible by law, the Vendor 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 Referring Party is unable to use the gift card for any reason including if the gift card is damaged or lost.

## General provisions

- This Promotion cannot be used in conjunction with any other promotion, offer or campaign promoted by the Vendor (other than to the extent that a promotion, incentive or benefit is referred to in the Qualifying Contract).
- It is the responsibility of each Referring Party to notify the Vendor of any change to their contact details from those set out in the Referral Form.
- The sale of an Eligible Lot will be subject to the conditions of the Qualifying Contract. To the extent of any inconsistency between these terms and conditions and the Qualifying Contract, the terms of the Qualifying Contract prevails.
- To the full extent permissible by law, the Vendor (including the Vendor’s related entities, employees, contractors, agents and servants) is not liable to any Eligible Purchaser for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Referring Party’s and Eligible Purchaser’s participation in this Promotion.
- Failure by the Vendor to enforce any of its rights under these terms and conditions or a Qualifying Contract does not constitute a waiver of those rights.
- The Vendor reserves the right to vary the terms of, or cancel, the Promotion at any time without notice.
- These terms and conditions are governed by the laws of Victoria.

## Privacy Collection Statement

- The Vendor will collect and use each Referring Party’s and Eligible Purchaser’s personal information for the purposes of:
  - 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;
  - providing information to the Referring Participant about the products and services offered by the Vendor and its related companies; and
  - research to improve its products and services.
- By participating in the Promotion, the Referring Party and Eligible Purchaser consent to the use of their personal information as described in clause 32.
- Any personal data relating to the Referring Party or the Eligible Purchaser will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the Vendor’s privacy policy available at <https://matildadonnybrook.com.au/privacy-policy/>.
- Referring Parties may access, change, opt out and/or update their personal information in accordance with the Vendor’s privacy policy.