

## Refer a friend to Tannum Blue promotion Terms and Conditions

1. The following Terms and Conditions govern the terms of the Economic Development Queensland refer a friend to Tannum Blue promotion (**Promotion**). Your participation in this promotion is subject to these Terms and Conditions and your decision to participate in this promotion indicates your acceptance of these Terms and Conditions.
2. The Promotion is only valid strictly between 1 June 2017 and 30 June 2018 (Promotion Period).
3. The Promotion applies only to residential land lots at Economic Development Queensland's TannumBlue Residential Community (Eligible Land). For full details of availability of Eligible Land, contact the TannumBlue Sales Office (located at Cnr of Tannum Sands & Dahl Roads, Tannum Sands Qld 4680) on 1300 325 519.
4. Subject to these Terms and Conditions, the Promotion entitles both a resident of Tannim Blue Residential Community who refers (Referrer) a Potential Purchaser to Economic Development Queensland, and that Potential Purchaser themselves, to a Referral Bonus, if the Potential Purchaser subsequently purchases Eligible Land (hereinafter classified a Buyer).
5. In order to receive the Referral Bonus the Buyer must:
  - (a) enter into a contract for the sale of land for Eligible Land with Minister for Economic Development Queensland (**Land Contract**);
  - (b) satisfy any other condition of eligibility as set out in the Land Contract or as otherwise specified by Economic Development Queensland;
  - (c) settle the Land Contract in strict accordance with its terms and by no later than 30 June 2018; and
  - (d) provide Economic Development Queensland the details of a bank account ((including Bank/State/Branch (BSB) number, account number and account name) to which the Referral Bonus should be deposited. It is the Buyer's responsibility to ensure correct details are provided to Economic Development Queensland.
6. In order to receive the Referral Bonus, the Referrer must:
  - (a) complete , sign and submit the Referral Form in person to Tannum Blue Sales Office prior to the Buyer entering into the Land Contract;
  - (b) at the time the Buyer enters into the Land Contract, be a current resident (whether an owner/occupier or tenant) of Tannum Blue Residential Community;
  - (c) on or before the Buyer enters into the Land Contract, present to an Economic Development Queensland representative, proof of residency at Tannum Blue Residential Community, being:
    - I. if the Referrer is an owner/occupier, a copy of the most recent rates notice or a copy of a utility bill (e.g. telephone, gas or electricity) as proof of the Referrer's address being in Tannum Blue Residential Community and some form of authorised government personal identification (e.g. passport, current driver's licence) ; or
    - II. if the Referrer is a tenant, a copy of the Referrer's current tenancy agreement or a copy of a utility bill (e.g. telephone, gas or electricity) as proof of the Referrer's address being in Tannum Blue Residential Community and some form of authorised government personal identification (e.g. passport, current driver's licence),
  - (d) satisfy any other condition of eligibility to receive the Referral Bonus as specified by Economic Development Queensland from time to time in its absolute discretion; and
  - (e) provide Economic Development Queensland the details of a bank account (including Bank/State/Branch (BSB) number, account number and account name) to which the

Referral Bonus should be deposited. It is the Referrer's responsibility to ensure correct details are provided to Economic Development Queensland.

7. For the avoidance of doubt, notwithstanding any other requirements set out in these Terms and Conditions, the Referral Bonus is only payable to the Referrer and the Buyer upon successful settlement of the Land Contract.
8. A Referrer will not be entitled to receive the Referral Bonus if entry into, or settlement of, the Land Contract is extended or delayed past 30 June 2018 at the request of the Buyer or as a result of the Buyer's default.
9. Economic Development Queensland is not responsible for checking the correctness of bank account information provided by the Referrer or Buyer.
10. Economic Development Queensland is not liable if a Referral Bonus is paid into an incorrect bank account due to incorrect information provided by the Referrer or the Buyer.
11. The Promotion is not available in conjunction with any other promotion or offer by Economic Development Queensland.
12. The obligation of Economic Development Queensland to provide the Referrer and/or the Buyer the Referral Bonus is subject to and strictly conditional upon the Referrer and the Buyer satisfying the requirements set out in these Terms and Conditions. If either the Referrer or the Buyer does not satisfy or fully comply with these Terms and Conditions, Economic Development Queensland is not obliged to supply to the Referrer and/or the Buyer the Referral Bonus, and the Referrer and/or the Buyer must not raise, take or make any objection, claim, demand or cause of action (whether based in contract, equity, tort, statute or otherwise) for loss, damage or compensation by reason of the refusal or failure by Economic Development Queensland to supply the Referral Bonus.
13. Economic Development Queensland will give strictly a maximum of two Referral Bonuses for each completed Land Contract, being one for the Referrer and one for the Buyer. Where more than one person is identified as the Referrer, Economic Development Queensland will give the Referral Bonus jointly (and not severally) to all persons identified as the Referrer. Where more than one person is identified as the Buyer, Economic Development Queensland will give the Referral Bonus jointly (and not severally) to all persons identified as the Buyer.
14. The Referral Bonus is personal to the Referrer and Buyer and is not transferrable or assignable to any other person. Economic Development Queensland and its employees, contractors and agents do not accept any liability or assume any responsibility whatsoever in the event the Referrer or Buyer is unable or unwilling to accept the Referral Bonus for any reason.
15. These Terms and Conditions supersede any previous referral promotions in place that referred to the Eligible Land.
16. Economic Development Queensland reserves the right, in its absolute discretion, at any time during the Promotion Period and without notice to:
  - (a) review the Promotion;
  - (b) vary or discontinue the Promotion (including to discontinue the Promotion before the expiry of the Promotion Period); and/or
  - (c) amend, update, or change these Terms and Conditions or any other applicable terms and conditions relating to the Promotion.
17. These Terms and Conditions constitute the entire agreement between the Referrer, Buyer and Economic Development Queensland with respect to the Promotion and these Terms and Conditions replace any prior understanding or agreement, written or oral, regarding the Promotion and to the extent of any inconsistency, prevail over the contents of any brochure, or other promotional material in relation to the Promotion.

18. Any taxes, other charges, fees or liabilities whatsoever which may be payable as a consequence of receiving the Referral Bonus are the sole responsibility of the Referrer and/or the Buyer.
19. Economic Development Queensland and its employees, contractors and agents are not responsible for any Referral Bonus which lost in the process of being provided to the Referrer and/or Buyer, lost by the Referrer and/or Buyer, and/or stolen.
20. Economic Development Queensland and its employees, contractors and agents does not accept any responsibility for misleading or incorrect information provided by third parties other than Economic Development Queensland, including, but not limited to its Builder Partners.
21. The Referrer and/or Buyer agrees to indemnify and hold harmless Economic Development Queensland and its employees, contractors and agents against all liability, loss, costs, damages, injury, death or expenses of any kind incurred by Economic Development Queensland and its employees, contractors and agents arising from or in connection with the Referrer's and/or Buyer's act, omission, negligence or default, failure to comply with these Terms and Conditions, or from the Referrer's and/or Buyer's violation of any applicable law.
22. The Referrer and/or Buyer release, waive and forever hold harmless Economic Development Queensland and its employees, contractors and agents from all liability, loss, costs, damages, injury, death or expenses of any kind arising from or in connection with any act, omission, negligence or default Economic Development Queensland and its employees, contractors and agents or otherwise in connection with the Promotion.
23. Economic Development Queensland will not be liable to any person for any cost, loss, damage, liability (including tax liability), expense or claim arising whether directly or indirectly in connection with the Promotion, or any goods or services supplied by or through Indue, except for any liability which cannot be excluded by law.
24. The Potential Purchaser, Referrer and/or Buyer jointly and severally agree that Economic Development Queensland may use their details (subject to Economic Development Queensland's Privacy Plan) for future marketing purposes and agree to their details being shared, including with Eligible Land Builder Partners for the purpose of promoting the Eligible Land. Economic Development Queensland's Privacy Plan can be viewed on the Economic Development Queensland website, being <http://www.dilgp.qld.gov.au/privacy/>.
25. Economic Development Queensland and its employees, contractors and agents do not accept any liability or responsibility whatsoever arising from any use of contact details or asserted breach of privacy by a Potential Purchaser and/or Buyer as a result of their being nominated for participation in the Promotion by any Referrer. It is the sole responsibility of the Referrer to have notified or have obtained any necessary consent and/or authorisation from a Potential Purchaser and/or Buyer before providing their details to Economic Development Queensland as part of the Promotion.
26. Classification of a third party as being Builder Partners does not amount to endorsement by Economic Development Queensland of Builder Partners, nor the warranting by Economic Development Queensland, as to the standard or suitability of any goods or services offered or provided by Builder Partners. Economic Development Queensland and its employees, contractors and agents accepts no liability whatsoever arising from any subsequent arrangements, agreements, transactions or exchange of goods or services between a Buyer and Builder Partners. Any arrangements, agreements, transactions or exchange of goods or services between a Buyer and Builder Partners are at the sole risk of any Buyer and Builder Partners. It is the sole responsibility of a Buyer and Builder Partners to undertake any necessary enquiries and/or due diligence prior to entering into any arrangements, agreements, transactions or exchange of goods or services.
27. Participation in this Promotion is deemed acceptance of these Terms and Conditions by the Referrer and Buyer.

28. If it is held by a court of competent jurisdiction that:
- (a) any part of these Terms and Conditions are void, voidable, illegal or unenforceable; or
  - (b) these Terms and Conditions would be void, voidable, illegal or unenforceable unless any part of these Terms and Conditions is severed,
  - (c) then that part shall be severable from and shall not affect or derogate from the validity of the continued operation of the rest of these Terms and Conditions.
29. The Referrer and Buyer agree that participation in this Promotion does not automatically create a relationship of any sort between Economic Development Queensland and the Referrer and/or Buyer, including that of client and agent.
30. The failure by Economic Development Queensland to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of Economic Development Queensland in respect of any existing or subsequent breach of these Terms and Conditions.
31. The laws of Queensland, Australia govern these Terms and Conditions. The parties hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for any cause of action relating to or arising under these Terms and Conditions.
32. In these Terms and Conditions (and all advertisements, brochures and promotional material relating to the Promotion), unless inconsistent with the context or subject matter:
- (a) Builder Partners means employees, officers, architects, surveyors, designers, builders, contractors or any other persons who may be authorised, permitted or engaged by Economic Development Queensland from time to time to undertake construction or associated activities on the Eligible Land;
  - (b) Economic Development Queensland means the Minister for Economic Development Queensland, a corporation sole constituted under section 8 of the Economic Development Act 2012 which is the successor in law of The Minister for Industrial Development of Queensland under section 180 of the Economic Development Act 2012, its successors and assigns, of Level 14, 1 William Street, Brisbane Qld 4000;
  - (c) Potential Purchaser means any person, company or other entity who has expressed interest in purchasing Eligible Land;
  - (d) Referral Bonus means one payment of \$500.00 to the bank account nominated by the Referrer or Buyer as applicable;
  - (e) Referral Form means the referral form for the Promotion located at and available from the Tannum Blue Sales Office.