

Word of mouth can be very valuable. Simply refer a friend or family member to Atlantis Beach and if they purchase one of our amazing blocks based on your recommendation, we'll give you \$1,000 cash. It's that simple.



Atlantis Beach is an established coastal community, with its own marina and a choice of schools, cafes, restaurants, shopping and some truly amazing recreational spaces including our new marinethemed Constellation Park.

Everything your family and friends could possibly need is already here so start spreading the word about Atlantis Beach today!

For more information, contact our Estate Manager Blaine Hall-Jones on 0421 356 006.



# 'Refer a friend' Campaign at Atlantis Beach, Two Rocks



#### **Terms and Conditions:**

The following terms and conditions apply to the Atlantis Beach "Refer a friend" Campaign (Campaign) which will take place between 10am WST on 15th September 2018 to 5pm WST on 19th December 2018 (Campaign Period).

### **Definitions**

1. In this Campaign, unless the context is otherwise provided, the following words are defined as follows:

**Promoter** means Capricorn Investment Group Pty Ltd and Yanchep Sun City Pty Ltd, together trading as Capricorn Village Joint Venture (CVJV);

**Purchaser** means the purchaser referred by the Referring Party who enters into a contract for sale with the Promoter to purchase land at Atlantis Beach; and

**Referring Party** means a person who has purchased a lot from the Promoter at Atlantis Beach and who is not an external sales agent, builder representative, or financial planner.

#### Referral

- 2. To be eligible to take part in the Campaign, the following referral process must be complied with:
  - a) The Referring Party must make an introduction by completing in full and signing a "'Refer a friend' at Atlantis Beach, Two Rocks Introduction Form" (Introduction Form), and delivering it to the Promoter's sales consultant; and
  - b) The Introduction Form must be received and acknowledged by the Promoter prior to the Purchaser entering into a valid contract of sale with the Promoter (Contract), the form of acknowledgement being the provision by the Promoter to the Referring Party by hand, post, or email of a copy of the Introduction Form signed, dated, and timestamped or timeendorsed by an officer of the Promoter.
- 3. The Purchaser must be a new introduction and must not, in the reasonable opinion of the Promoter, exist in any current/present negotiations for the purchase of a property at Atlantis Beach.
- 4. The Promoter reserves the right, at its absolute discretion, not to accept a referral.
- 5. There is no limit to the number of persons that the Referring Party may refer under this Campaign.
- 6. Where a Purchaser is referred by more than one Referring Party, only the first referral received and acknowledged by the Promoter, which is determined by the Promoter in its absolute discretion, will be entitled to qualify for the \$1,000 cash incentive.

## **Cash Reward**

- 7. The Referring Party will be only be awarded an \$1,000 cash incentive:
  - a) Where the Contract is fully executed within the Campaign Period; and
  - b) If settlement under the Contract occurs on or before the due date
- 8. The Promoter shall notify the Referring Party if they qualify for the \$1,000 cash incentive. Any Referring Party who is not eligible or not entitled to qualify for the \$1,000 cash incentive under the terms and conditions of this Campaign, will not be notified.
- 9. If the above conditions are satisfied, the \$1,000 cash incentive will be issued 14 days after settlement of the Contract.

## Campaign

- 10. These terms and conditions are governed by the laws of the state of Western Australia.
- 11. The Referring Party acknowledges and agrees that the Promoter shall not be liable to the Referring Party for:
  - a) Late, lost, misdirected, incomplete or incorrect referrals; and
  - b) Any financial or legal implications (or otherwise) that may arise from the \$1,000 cash incentive. Independent financial, legal or other professional advice should be sought.
- 12. The Promoter reserves the right to take appropriate legal action against the Referring Party and/or the Purchaser if the Referring Party and/or the Purchaser breaches the terms and conditions of this Campaign.
- 13. To the extent permitted by law, under no circumstances will the Promoter be liable to the Referring Party or the Purchaser for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Referring Party or the Purchaser's participation in this Campaign, even if the Promoter has been advised of the possibility of such damages.