REFER A FRIEND PROMOTION

TERMS AND CONDITIONS

SCHEDULE	
Promotion	Denman Prospect Refer A Friend promotion
Promoter	Capital Estate Developments Pty Limited ACN 137 573 623 as trustee for the Capital Estate Developments Trust ABN 22 117 906 634 Level 4, 21 Terminal Avenue, Plaza Offices – West Canberra Airport ACT 2609 (02) 6275 2222
Eligibility of participants	Each participant (regardless of whether such participant is a Referring Participant or a Referred Participant) is eligible to participate as: (a) a single person participant; (b) a multiple person participant (that is, where more than one person is noted as the owner of a block of land or property or as the buyer or purchaser on the relevant contract for sale); or (c) a corporate participant (that is, where a company is noted as the owner of a block of land or property or as the buyer or purchaser on the relevant contract for sale). Promotion entry is open to residents of Australia aged over 18 years of age.
Promotional Period	9:00AM AEST on 24/10/2026 to the earlier of: (a) the time and date on which the Promoter notifies the Referring Participants that contracts for sale have been exchanged for all the residential land within the Qualifying Land.
How to participate Referring Participants	To participate in the Promotion, each Referring Participant: (a) must, at the commencement of the Promotional Period, be a resident or the owner of a block or property within the suburb known as Denman Prospect in the ACT; (b) must, during the Promotional Period, refer a new customer to the Promoter by completing and submitting the Promoter's referral form, which can be obtained from https://www.denmanprospect.com.au/refer-a-friend-campaign; and (c) acknowledges and agrees that the Referred Participant must comply with the relevant 'How to Participate' section of the Schedule. Referring Participants may be requested to provide proof of address.
How to participate Referred Participants	To participate in the Promotion, each Referred Participant must: (a) not be an existing customer of the Promoter (resident at Denman Prospect or on the Promoter's existing database); (b) during the Promotional Period:

	(i) enter into a contract for sale for a residential block of Qualifying Land during the Promotional Period; and (ii) pay the full deposit required under the contract for sale; (c) comply with the terms of the contract for sale at all times and without default; (d) complete the contract for sale in accordance with its terms; and (e) not extend or delay, or attempt to extend or delay, settlement of the contract for sale.
Qualifying Land	All residential blocks of land purchased directly from Capital Estate Developments Pty Limited during the Promotional Period.
Incentive	A gift card to the total value of $1000 (including GST) for the Referring Participant. 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 cardholder is unable to use the gift card for any reason including if the gift card is damaged or lost. Each participant is responsible for informing their lender (if any) about the gift card, if required.
Are there limitations on the Incentive(s)?	There is only one Incentive available for each Referring Participant in conjunction with a contract for sale. Each Referring Participant may receive multiple Incentives during the Promotional Period, with one Incentive provided for each completed contract for sale.
Collection of incentives	Each participant will receive their incentive by email to the email address provided to the Promoter on the Referral Form within one (1) month of the date on which the contract for sale of Qualifying Land settles.

PART A - INTRODUCTION

1. Information on how to participate in the Promotion and Incentive details 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. For the avoidance of doubt, these terms and conditions include the Schedule above.

3. Participants must comply with these terms and conditions to participate in the Promotion.

4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

5. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, agents, contractors and service providers. Entry is conditional on providing this information.

6. By participating in this Promotion, a participant agrees and acknowledges that:

   (a) they may be contacted by the Promoter to provide comments about Denman Prospect promotions and offers; and

   (b) they may be contacted by the Promoter by means of direct mail, email, SMS and MMS messaging, including for direct marketing purposes. On such occasions, the participant will be provided with an opportunity to opt-out of receiving further marketing information and may also contact the Promoter at any time to cease receiving marketing and/or promotional information.

7. Participants may access, change and/or update their personal information in accordance with the Promoter's privacy policy https://denmanprospect.com.au/privacy-policy/**.**

8. The Promoter may, for an indefinite period, unless otherwise advised, use the information gathered in the Promotion for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Eligible participants should direct any request to access, update or correct information to the Promoter.

9. For avoidance of doubt, each participant:

   (a) 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; and

   (b) consents to the Promoter using their name and image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion and subsequent similar promotions.

PART C - WHO CAN PARTICIPATE IN THE PROMOTION

10. Participants in the Promotion must be residents of Australia aged 18 years or over.

11. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.

PART D – HOW TO PARTICIPATE IN THE PROMOTION

12. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.

13. The Promoter reserves the right, at any time, to verify the eligibility of participants (including a participant's identity, age and residential address) and to disqualify any participant who provide false information or fails to provide the information reasonably requested by the Promoter.

14. 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.

15. If more than one person claims to have referred the same Referred Participant, only the first referral received by the Promoter will be eligible for the Incentive. The Promoter's records will be conclusive evidence of the date and time a referral was received.

16. No incentive is payable unless the contract for sale completes and settlement occurs on the date for completion set out in the contract for sale.

17. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.

18. The Promoter's decision is final and no correspondence will be entered into about this Promotion, excluding Regulatory organisation obligations.

19. The Promoter accepts no responsibility for late, lost or misdirected communications.

PART E – INCENTIVE(S)

20. Each Incentive is not transferrable, exchangeable or redeemable for cash.

21. The Incentive offered is subject to change at any time, however, is unlikely to change. The Promoter reserves the right to offer a substitute Incentive of comparable value if for some reason, the prize stated in these Terms and Conditions is not available.

22. Once issued, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.

23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each Participant.

24. The participant's use of the Incentive is entirely at their own risk. As a condition of accepting the Incentive, the participant may be required by the Promoter to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.

PART F – RECEIVING THE INCENTIVE

25. Each Referring Participant or Referred Participant during the Promotional Period will receive an Incentive.

26. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.

27. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.

28. 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.

29. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

PART G - NO LIABILITY

30. Any Incentive supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

PART H - TERMINATION OF PROMOTION

31. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter or the supplier of the Incentive, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

    (a) to disqualify any participant; or

    (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.