



# SOCIETY

## LOYALTY PROGRAM – TERMS & CONDITIONS

### OVERVIEW

#### CORONATION SOCIETY REWARDS

You are eligible to become a Member of the Coronation Society when you purchase a new property from Coronation Property directly. Subject to the below terms and conditions, Members' entitlements include:

- discounts on the purchase price on any further Coronation Property properties purchased by them;
- priority notification regarding future Coronation Property developments and stage releases;
- superior refer-a-friend rewards benefits; and
- other various limited time offers through supporting partners.

#### REFER A FRIEND REWARDS

Members and non-Members who refer a new buyer to Coronation Property are, subject to the below terms and conditions, entitled to receive certain rewards as specified on the relevant Coronation Society webpage from time to time.

### TERMS AND CONDITIONS

These terms and conditions apply to the Coronation Society loyalty program:

#### 1. DEFINITIONS

**Contract for Sale** means a contract for sale of a Coronation Property dwelling or/and lot.

**Coronation** means Coronation Property Co Pty Limited, and any relevant associated entity (as defined in section 50AAA of the Corporations Act 2001 (Cth)).

**Coronation Property dwelling and/or lot** means a residential lot (excluding a car space, storage unit, commercial or industrial lot) in any residential property development project managed by Coronation Property Co Pty Limited within Australia, as may be determined by Coronation Property to participate in any Loyalty Program from time to time.

**Coronation Society** means the loyalty program referred to in **clause 3** operated by Coronation pursuant to these terms and conditions.

**Member** means a person that is a member of the Coronation Society program.

**Participants** means Members and participants in the Refer a Friend Rewards benefits.

**Personal Information** has the meaning prescribed under the Australian Privacy Act 1988 (Cth).

**Privacy Policy** means the privacy policy adhered to by Coronation Property and made available on the Coronation Property website.

**Refer a Friend Rewards** means the loyalty program referred to in **clause 5** pursuant to which Coronation Property Co Pty Limited provides Refer a Friend Rewards to Members and non-Members under these terms and conditions.

**Refer a Friend Rewards Benefits** means a Reward pursuant to **clause 4** of these terms and conditions.

**Referral Submission** means the submission of details of a potential purchaser of a Coronation Property through the relevant Coronation Society webpage.

**Referred Purchaser** means the person specified in a Referral Submission.

**Repeat Purchase Discount** means the benefits available to Members under **clause 3** of these terms and conditions.

**Reward** means a Repeat Purchase Discount and/or a Refer a Friend Reward (as applicable).

**Rewards Program** means either of the Coronation Society and the Refer a Friend Program operated by Coronation from time to time.

**Tax** means any tax, levy, charge, impost, fee, deduction, withholding or duty of any nature which is imposed or collected by a government agency.

## **2. MEMBERSHIP OF THE CORONATION SOCIETY**

Subject to and conditional upon compliance with the following terms, a purchaser of a new dwelling and/or lot through Coronation Property (including a purchase prior to the commencement of the Coronation Society program) automatically qualifies as a Member of the Coronation Society immediately upon exchange of a Contract for Sale:

- (a) The purchased property must have been a new dwelling and/or lot purchased directly from Coronation Property;
- (b) The following persons will become or be entitled to become a Member:
  - (i) if the purchaser named on the Contract for Sale was a natural person or persons, each person named as a purchaser on the Contract for Sale; or
  - (ii) if the purchaser named on the Contract for Sale was a company, each director of that company as at the date of exchange of the relevant Contract for Sale;
- (c) A director of a company purchaser who wishes to become a Member must provide Coronation Property with written notification of his or her status as a director of the company, including evidence of that status if requested by Coronation Property, before they will be eligible to receive any Members' benefits under these terms and conditions;
- (d) The purchaser must comply and continue to comply with all of their obligations under the Contract for Sale. If the respective Contract for Sale does not complete in accordance with its terms, Coronation Property may revoke your membership of the Coronation Society; and
- (e) Employees of Coronation Property entities are eligible to become Members.

## **3. REPEAT PURCHASE DISCOUNTS**

- (a) Members shall be entitled to the following discounts on the purchase price of new Coronation Properties:
  - (i) 1.00% on the second Coronation Property dwelling and/or lot purchased; and
  - (ii) 2.00% on the third and each subsequent Coronation Property dwelling and/or lot purchased.
- (b) The discounts referred to in (a) above are subject to the following requirements:
  - (i) where the purchaser is:
    - a. an individual or individuals: at least one individual named on the Contract for Sale must be a Member; or
    - b. a company: at least one director of the company must be a Member.
  - (ii) the Coronation Property dwelling and/or lot must be a new property purchased directly from Coronation Property without the intervention of a sales agent; and
  - (iii) the purchaser must comply with all of their obligations under the Contract for Sale.
- (c) Discounts do not apply to properties in respect of which contracts were exchanged prior to the commencement of the Coronation Society program on 1 June 2017.
- (d) For the purposes of (a) above, a Member is considered to have purchased a Coronation Property dwelling and/or lot upon exchange of the relevant Contract for Sale and payment of the applicable deposit, whether the previous purchase was made in his or her name personally (either jointly or alone) or in the name of a company of which they were a director as at the date of the earlier purchase.

## **4. REFER A FRIEND REWARDS BENEFITS**

- (a) Members shall be entitled to the following discounts on the purchase price of new Coronation Properties:
  - (i) 1.00% on the second Coronation Property dwelling and/or lot purchased; and
    - a. A person is eligible for the applicable Refer a Friend Reward benefits upon satisfaction of the following criteria: the person submits a Referral Submission to Coronation Property in respect to an individual or company that is not: an existing Member; or
    - b. listed on any Coronation Property database,at the time of the Referral Submission;
- (ii) the Referral Submission is verified and approved by Coronation Property; and

(iii) within 90 days of lodgement of a Referral Submission, the Referred Purchaser exchanges a Contract for Sale and pays the applicable deposit to purchase a new Coronation Property dwelling and/or lot directly from Coronation Property without the intervention of an external sales agent.

(b) The applicable benefits for the Refer a Friend Rewards shall be:

- (i) for Members, as specified on the relevant Coronation Society webpage from time to time; and
- (ii) for non-Members, a \*\$2,000 Westfield gift card.

(c) Refer a Friend Rewards benefits are only available to the Participant named on the Referral Submission.

(d) Refer a Friend Rewards benefits are only available in respect of new Coronation Property dwellings and/or lots, not on resales.

(e) There is no limit to the number of Refer a Friend Rewards a Participant can receive.

(f) Refer a Friend Rewards shall only accrue to a Participant in respect to the first purchase of a Coronation Property dwelling and/or lot by the Referred Purchaser and not in respect to any subsequent Coronation Properties purchased by that Referred Purchaser.

(g) A Participant shall be entitled to receive the relevant Refer a Friend Reward 30 days from the later of the date of:

- (i) exchange of the relevant Contract for Sale; and
- (ii) payment of the applicable deposit under that Contract for Sale,

subject to the contract remaining on foot.

(h) Coronation Property will notify the Participant of its entitlement to a Refer a Friend Reward benefits by way of email to the address provided in the Referral Submission requesting that the Participant confirm:

- (i) the postal address to which the Refer a Friend Reward should be sent; and
- (ii) if applicable, its choice of Refer a Friend Reward

(i) If a response to the notification referred to in (h) above is not received within 30 days of that notification, the Refer a Friend Reward will be forfeited.

(i) Refer a Friend Rewards are supplied by independent parties and subject to their own terms and conditions, including the term of their expiry. Where a voucher or gift card has been supplied as a Refer a Friend Reward benefit, this cannot be redeemed for money, changed in any way or replaced if lost, stolen, damaged or destroyed.

(i) Certain statutory warranties under consumer protection laws may apply to Refer a Friend Rewards for the benefit of consumers. Nothing in these terms and conditions is intended to exclude or restrict the application of such consumer laws. Coronation Property makes no guarantee, warranty or representation of any kind, express or implied, with respect to Refer a Friend Rewards including any warranties of merchantability, fitness for a particular purpose or otherwise outside of the application of those laws.

## 5. FAILURE TO COMPLETE PURCHASE

If, in the time between exchange and settlement of the purchase of a Coronation Property dwelling and/or lot, the respective Contract for Sale is rescinded or terminated and you have used that Contract for Sale in order to qualify for any Reward, you will not be eligible for the relevant Reward.

## 6. RESTRICTIONS ON PARTICIPANTS

Participants must not:

- (a) sell, assign, transfer or offer to sell, assign, transfer any Rewards or acquire or offer to acquire any Rewards benefits from another Participant;
- (b) act in any way that breaches these terms and conditions;
- (c) engage in illegal or fraudulent activities;
- (d) supply or attempt to supply false or misleading information or make a false representation to Coronation Property;  
or
- (e) otherwise abuse or misuse any Loyalty Program in any other way.

## 7. CORONATION PROPERTY'S RIGHTS

Coronation Property may do any of the following at any time for any reason in its absolute discretion:

- (a) change, amend or vary these terms and conditions;
- (b) withdraw or vary the Coronation Property dwelling and/or lots/vand/or stage releases participating in any Loyalty Program, including the entire Coronation Property portfolio;
- (c) cancel any Loyalty Program, in whole or in part. Rewards accumulated by Participants prior to the cancellation of the relevant Rewards Program may still be honoured at the absolute discretion of Coronation Property;
- (d) change, amend, vary, substitute, withdraw or cancel any Reward or the value of any of the Rewards;
- (e) verify the validity of any Participant, Referred Purchaser or Referral Submission (including any Participant's or Referred Purchaser's identity);
- (f) refuse to honour any Rewards accumulated by a Participant;
- (g) exclude a Member from the Coronation Society; and
- (h) exclude a Participant from any Rewards Program.

## 8. PRIVACY

Participants agree to provide Coronation Property with Personal Information in order to participate in any Rewards Program, which Coronation Property will use in accordance with its Privacy Policy.

## 9. TAX

- (a) Coronation Property recommends that Participants consult their accountant or tax adviser to ensure that they understand possible Tax implications, if any, related to the Rewards.
- (b) Liability for Tax on any Rewards provided to Participants will be the sole responsibility of each respective Participant.

## 10. EMPLOYEE REWARDS

A Coronation Property employee who is a Member and also participates in any employee rewards program must select whether to receive a Reward in his or her capacity as a Member or under the applicable employee reward program, and cannot receive both.

## 11. AGENTS

If the Participant is a licensed agent who refers a Referred Purchaser, that Participant has the choice to receive either the commission payable to the agent by Coronation Property or a Refer a Friend Reward but cannot receive both.

## 12. GENERAL CONDITIONS

- (a) Nothing in these terms and conditions affects any rights a Participant may have and which by law cannot be excluded, including under the Competition and Consumer Act 2010 and under State and Territory consumer protection legislation. However, without limiting these non-excludable terms, conditions or warranties, Coronation Property is not liable for any loss or damage suffered by Participants resulting from withdrawals, cancellations, variations or changes to these terms and conditions any Rewards Program, or any Reward except for any liability which cannot be excluded by law.
- (b) If part or all of any clause of these terms and conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force and effect.
- (c) Coronation Property's decision on all matters pertaining to the Loyalty Programs, including but not limited to any dispute as to the identity of any person, is final and binding.
- (d) Failure by Coronation Property to enforce any of its rights at any stage does not constitute a waiver of those rights.
- (e) These terms and conditions are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia. In any action or other legal process with respect to any matter or thing in connection with these terms and conditions or any Loyalty Program, you submit to the non-exclusive jurisdiction of the State of New South Wales.