

Verve Clyde North Referral Program Terms & Conditions

Disclaimer

*The Verve Clyde North Referral Program applies only for a limited time and is subject to terms and conditions and eligibility criteria, full details of which are available on request from Goldfields Clyde Pty Ltd (**Verve**) or Goldfields Pty Ltd (**Goldfields**). All matters (including the program promotional period, the price and availability of lots, the amount and availability of any vouchers, payments and incentives and any other matters relating to this promotion) are subject to change without notice at Goldfield's and Verve's absolute discretion. This does not form part of any contract and purchasers should review the contract carefully, make their own inquiries and obtain independent financial and legal advice before proceeding.*

1. Terms of Referral

1.1 An eligible **Referrer** must:

1.1.2 be over 18 years of age;

1.1.3 complete a **Referral Form** online at <https://verveclydenorth.com.au/>; and

1.1.4 trustees are permitted only where the beneficiaries of any such trust are all individuals and not a corporate entity or entities.

1.2 For a **Referral** to be eligible the **Subsequent Purchaser** must:

1.2.1 not be registered on a **Verve Database** before the **Referral Date**;

1.2.2 execute a **Contract of Sale** for a residential land lot within 90 days of the **Referral Date**; and

1.2.3 pay the full required deposit and satisfy any other conditions under the **Contract of Sale** and not otherwise be in breach of any provision of the **Contract of Sale**.

1.3 It is the responsibility of the **Referrer** to provide correct and valid bank account details when requested by **Verve**.

1.4 A **Referrer** may receive a **Referral Payment** for multiple **Referrals**, but only one **Referral Payment** will be made for any one eligible **Contract of Sale**, regardless of the number of purchasers who may have been referred by the **Referrer** pursuant to that **Contract of Sale**.

1.5 For the **Referral** to be eligible it must, in the opinion of **Verve** and in its sole and absolute discretion be compliant with these terms and conditions.

1.6 **Referral Payments** will be paid within 90 days of eligibility being confirmed by **Verve**.

1.7 The **Referral Payment** is \$2,500 via an EFT Payment upon the **Referrer** issuing **Verve** with an invoice or written request for payment.

1.8 **Verve** accepts no responsibility for any ineligible **Referrals**.

1.9 Eligible **Referrals** will be deemed to be accepted at the time of receipt by **Verve** and not at the time of transmission.

1.10 **Verve** is not responsible for lost, late or misdirected **Referrals**.

1.11 **Verve** reserves the right, at any time and in its sole and absolute discretion to verify the validity of **Referrals**.

1.12 Any duties, taxes, levies or charges which may be payable as a consequence of receiving the **Referral Payment** are at the sole responsibility of the **Referrer**.

1.13 The **Referral Fee** is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable for a discount or rebate on the purchase price of an eligible Verve Property.

1.14 These terms and conditions supersede any prior terms and conditions for the **Program**, including but not limited to any variance in terms and conditions portrayed in advertisements or promotions relating to the **Program**.

2. Verve's Rights

2.1 **Verve** reserves the right to vary, suspend or discontinue the **Program** at any time without notice. Any decision **Verve** makes on the **Program** is at their sole and absolute discretion.

2.2 Failure by **Verve** to enforce any of its rights in respect of the **Program** does not constitute a waiver of those rights.

2.3 Except for any liability that cannot be excluded by law, **Verve** (including its officers, employees, agents and related entities) excludes all:

2.3.1 statutory liability;

2.3.2 representations, conditions and warranties implied by custom, the general law or statute;

2.3.3 liability for negligence, any personal injury and any loss or damage whether direct, indirect, special or consequential (including economic loss, loss of revenue, loss of opportunity, loss of goodwill) arising in any way out of the Program.

3. Privacy

3.1 **Verve** collects personal information in order to conduct the Program, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. **Verve** may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the individual informs **Verve** otherwise.

3.2 **Verve** may also share individuals' information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. **Verve** may also disclose personal information to third parties as required by Australian regulatory authorities.

3.3 **Verve** is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and by participating in the Promotion, each individual is taken to consent to **Verve's** privacy policy, which is available on request from **Verve**. Participants should direct any request to access, update or correct personal information to **Verve**.

4. Definitions

In these terms and conditions:

4.1 **"Contract of Sale"** means an unconditional contract of sale for the purchase of land deemed eligible by Verve for this Program.

4.2 **"Land"** means land subject of a Contract of Sale.

4.3 **"Program"** means the Verve Referral and Repeat Purchaser Program commencing on the Referral Date.

4.4 **"Referral"** means an eligible referral under these terms and conditions.

4.5 **"Referral Date"** means the date upon which Verve considers a Referral to be eligible for the Referral Payment.

4.6 **"Referrer"** or **"Referrers"** means an existing purchaser that makes a referral to Subsequent Purchasers of a Verve property.

4.7 **"Repeat Purchaser"** means a purchaser who has previously purchased a Verve property.

4.8 **"Subsequent Purchaser"** or **"Subsequent Purchasers"** means a purchaser who has purchased a Verve property referred by the Referrer in accordance with these terms and conditions.

4.9 **"Terms of Use"** means the Terms of Use located on the Verve and Goldfields Group webpages which is updated from time to time.

4.10 **"Verve Database"** means an individual who has enquired on the Verve website or a digital advertisement and opted in to receive communications from the Verve sales and development team.