

TERMS AND CONDITIONS OF THE REFERRAL PROGRAM

The 'Referral Program' (**Promotion**) is subject to the following terms and conditions:

1. Definitions

In this document:

Building Contract means a building contract between Kingsbridge and a Client;

Claim means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;

Client has the meaning given to it in clause 3.1.1;

Corporations Act means the *Corporations Act 2001* (Cth);

Gift Card has the meaning given to it in clause 3.1;

Kingsbridge means Hermitage Building Group Pty Ltd ACN 150 694 572 and where required, its Related Body Corporate;

Referrer means the person, individual or entity who has referred a Client to Kingsbridge;

Related Body Corporate has the meaning given to it in the Corporations Act; and

Settlement means settlement under a Building Contract,

and like words have a corresponding meaning.

2. Eligibility

This Promotion only applies to all new Building Contracts entered into on or after 1 January 2025.

3. Gift Card to Referrer

3.1 If:

3.1.1 the Referrer refers a person, individual, entity or company to Kingsbridge, and such person, individual, entity or company:

(a) is not already known to Kingsbridge; and

(b) enters into a Building Contract with Kingsbridge (on terms acceptable to the Vendor in its absolute discretion),

(**Client**); and

3.1.2 the Client complies with the terms of the Building Contract,

Kingsbridge will provide the Referrer either a pre-paid debit card or a gift card amounting to \$3,000 (**Gift Card**) in accordance with clause 3.2.

3.2 After Settlement, the Referrer must collect the Gift Card from Kingsbridge, either at its head office or one of its display homes. The Referrer must provide Kingsbridge with least 14 days' notice prior to collection.

- 3.3 If the Referrer does not collect the Gift Card in accordance with clause 3.2 within 30 days from Settlement, the Referrer is deemed to have abandoned, relinquished and foregone its right to receive the Gift Card under this Promotion, and Kingsbridge will not be required to provide the Gift Card to the Referrer.
- 3.4 The Referrer must:
- 3.4.1 only use the Gift Card for legal purposes; and
 - 3.4.2 comply with all terms and conditions associated with the Gift Card, including any terms and conditions which may be imposed by the issuer of the Gift Card.
- 3.5 Kingsbridge makes no representations or warranty in relation to:
- 3.5.1 whether the Gift Card will be suitable for the Referrer's purpose; and
 - 3.5.2 the usability of the Gift Card,
- and the Referrer must not Claim against Kingsbridge for any matters associated with the Gift Card.
- 3.6 If the Gift Card becomes void, damaged, lost, stolen, defaced, altered, tampered with, or cannot be used or redeemed for any reason whatsoever:
- 3.6.1 the Referrer must not Claim against Kingsbridge; and
 - 3.6.2 without limiting the operation of clause 3.6.1, Kingsbridge will not be required to reissue the Gift Card or reimburse the Referrer.
- 3.7 The Referrer must indemnify Kingsbridge for any loss or damage suffered as a result of, in connection with, or contributed to by, the Referrer's use of the Gift Card.
- 3.8 The Gift Card is:
- 3.8.1 personal to the Referrer and must not be transferred, assigned or novated to any other person, company, individual or entity; and
 - 3.8.2 not exchangeable for monetary payment or a discount or rebate.

4. Photography and Marketing

The Client and Referrer acknowledge and agree that:

- 4.1 Kingsbridge may take photographs of the Client and the Referrer for the purpose of advertising this Promotion;
- 4.2 the Client and the Referrer consent to:
- 4.2.1 having their photographs taken (as contemplated in clause 0); and
 - 4.2.2 Kingsbridge using their photographs for any marketing or advertising associated with this Promotion; and
- 4.3 they will not Claim against Kingsbridge for any reason or matter arising out of, in connection with or related to, this clause 4.

5. Dispute

If there are any disputes associated or in connection with this Promotion, Kingsbridge may issue a determination in respect of such dispute, and Kingsbridge's decision will be final and binding.

6. No Liability

Kingsbridge accepts no responsibility for any tax or stamp duty liabilities that may arise from this Promotion. To the extent permitted by law, Kingsbridge denies any liability for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss of revenue or profit) and/or personal injury suffered or sustained in connection with this Promotion.

7. Indemnity

You agree to indemnify Kingsbridge in respect of all losses and damages suffered by the Kingsbridge arising out of, or in connection with, this Promotion.

8. Limitations

Unless otherwise determined by Kingsbridge, this Promotion:

- 8.1 will not apply in conjunction with any other offers or promotions; and
- 8.2 may only be claimed once per Client and Referrer.

9. Laws

This Promotion is governed by the law of the State of Victoria, Australia.