

Melrose Park Rewards Program | Terms and Conditions

1. Melrose Park Rewards Program

1.1 Introduction

The Melrose Park Rewards Program (**Rewards Program**) provides Eligible Members with the opportunity to participate in certain promotions.

The relevant promotions comprise:

- (a) the Referral Reward Promotion (see clause 5); and
- (b) the Repeat Purchase Reward Promotion (see clause 6).

1.2 Terms

- (a) These Terms apply to the Rewards Program. By becoming a Member, a person agrees to be bound by these Terms.
- (b) Under these Terms, specific terms and conditions, including eligibility requirements, apply to each Promotion.

1.3 Changes

- (a) There may, at any time and from time to time, be changes to:
 - (i) the Promotions; and
 - (ii) these Terms.
- (b) Clause 7 contains provisions dealing with these matters.

1.4 Sekisui House's discretion

Provided that it is reasonable, Sekisui House's decision on any matter relating to the Rewards Program is final and binding, including regarding any disputes relating to the identity of a Member or entitlement of a Member to any Benefit.

2. Membership

2.1 Becoming a Member

To become a member of the Rewards Program (**Member**), a person must:

- (a) be a natural person and over the age of 18 years; and
- (b) be named as a purchaser under an Eligible Contract; and
- (c) register online, through the Website (<https://www.sekisuihouse.com.au/melrose-park/home/melrose-park-referral>), as a Member; and

- (d) be accepted by Sekisui House, by notice in writing to the person, as a Member.

2.2 Sekisui House's rights

Sekisui House reserves the right (in its absolute discretion) to:

- (a) refuse to accept any person as a Member;
- (b) exclude a Member from participating in the Rewards Program;
- (c) suspend or terminate a Member's participation in the Rewards Program; and
- (d) cancel the membership of a Member.

2.3 Cancellation of membership by a Member

A Member can cancel their membership at any time by sending an email request to rewards@sekisuihouse.com.au.

3. Participating Developments

The Rewards Program only applies to properties within the following developments (**Participating Developments**):

- (a) Melrose Park
 - (i) Stage 5 – Dawn
 - (ii) Stage 6 - Aeris

4. Eligibility requirements for Members

- (a) To participate in a Promotion, a Member must satisfy the following eligibility requirements:
 - (i) the Member must not be in breach of any contract for the sale and purchase of land or building contract to which Sekisui House or any of its Related Entities is a party (**Relevant Contract**); and
 - (ii) the Member must not be in breach of these Terms.
- (b) If, after a Member participates in a Promotion, the Member ceases to be an Eligible Member, the Member's entitlement to any Benefit is suspended until the Member once again becomes an Eligible Member.
- (c) If any Relevant Contract is terminated because of a Member's breach, insolvency or repudiation, then:
 - (i) the Member is excluded from participating in the Rewards Program and, if applicable, ceases to be an Eligible Member; and
 - (ii) the Member's entitlement to any Benefit terminates.

5. Referral Reward Promotion

5.1 General

- (a) Under this promotion, subject to these Terms, Sekisui House will pay a \$10,000 referral reward (**Referral Reward**) to an Eligible Member where all of the following criteria are satisfied:
- (i) the Eligible Member refers an Eligible Buyer to Sekisui House in accordance with clause 5.3; and
 - (ii) after being referred to Sekisui House by the Eligible Member, the Eligible Buyer:
 - (A) enters into an Eligible Contract with Sekisui House; and
 - (B) pay the 2.5% deposit required under the Contract, or such other amount as agreed between the parties less the Holding Deposit already paid;between 14 March 2026 to 31 May 2026; and
 - (iii) the Eligible Buyer unconditionally exchanges the Eligible Contract on or before 31 May 2026; and
 - (iv) the Eligible Member is not precluded from claiming the Referral Reward under clause 5.2.
- (b) The Referral Reward will be paid to the relevant Eligible Member:
- (i) upon unconditional exchange of the relevant Eligible Contract, with the 5% deposit paid; and
 - (ii) within 30 Business Days thereafter, by electronic funds transfer to the bank account nominated by the Eligible Member.
- (c) Whether or not an Eligible Buyer unconditionally exchanges, or is capable of unconditionally exchanging, an Eligible Contract on or before 31 May 2026 depends on a number of things, many of which are outside of Sekisui House's control.
- (d) No promise or representation is made by Sekisui House that an Eligible Buyer will unconditionally exchange, or be capable of unconditionally exchanging, an Eligible Contract on or before 31 May 2026.
- (e) Clause 5.3 sets out how an Eligible Member participates in this promotion.
- (f) The Referral Reward is inclusive of any GST.

5.2 Exclusions

- (a) **Multiple purchasers**
- (i) **Only one** Referral Reward can be claimed in relation to an Eligible Contract, even if more than one of the purchasers under the Eligible Contract were referred to Sekisui House by the Eligible Member

- (ii) If there is more than one purchaser under an Eligible Contract, a Referral Reward can only be claimed in respect of the Eligible Contract if all of the purchasers under the Eligible Contract are Eligible Buyers.

(b) **Buyer referred by someone else**

A Referral Reward **cannot be claimed** by an Eligible Member in respect of an Eligible Contract if, before or at the same time that the Eligible Member made the relevant referral under clause 5.3, another Eligible Member made a referral under that clause in respect of any of the purchasers under the Eligible Contract.

(c) **Further Referral Rewards**

After a person has received a Referral Reward (**Initial Referral Reward**) in connection with a particular purchaser, **they cannot claim:**

- (i) a further Referral Reward in connection with that purchaser; or
- (ii) a Referral Reward in connection with a person who:
 - (A) was a purchaser under the Eligible Contract in respect of which the Initial Referral Reward was paid; or
 - (B) is the Spouse of a purchaser under the Eligible Contract in respect of which the Initial Referral Reward was paid.

- (d) Participants are not permitted to take up both the promotional offer and the Corporate Rewards Program in relation to the same Eligible Contract.

(e) **Agents and other similar persons**

A person **cannot claim** a Referral Reward in respect of an Eligible Contract if the person (or any Associate of the person) receives, or is entitled to receive, in respect of that Eligible Contract, any remuneration, whether by way of commission, fee, gain, reward for services or otherwise.

(f) **Eligible Contracts entered into in a short space of time**

Unless Sekisui House agrees otherwise in writing, a Referral Reward **cannot be claimed** in respect of an Eligible Contract (**Subject Contract**) if another Eligible Contract is entered into or was entered into by any of the purchasers under the Subject Contract (or their Associate):

- (i) on the same date that the Subject Contract is entered into; or
- (ii) in the period of 12 calendar months immediately preceding that date.

5.3 How to participate in the Referral Reward Promotion

- (a) A Member participates in this promotion by referring an Eligible Buyer to Sekisui House in accordance with this clause 5.3.
- (b) A referral of an Eligible Buyer:

- (i) can only be made using the online referral form made available by Sekisui House; and
- (ii) must be made before the relevant Eligible Contract is entered into.

6. Repeat Purchase Reward

6.1 General

- (a) Under this promotion, subject to these Terms, an Eligible Member will be entitled to a reward (**Repeat Purchase Reward**) where all of the following criteria are satisfied:
 - (i) they enter into and complete an Eligible Contract after having previously entered into and completed at least one other Eligible Contract; and
 - (ii) they apply for the Repeat Purchase Reward in respect of the Eligible Contract in accordance with clause 6.3; and
 - (iii) the Eligible Member is not precluded from claiming the Repeat Purchase Reward under clause 6.2.
- (b) A Repeat Purchase Reward will be calculated as follows:

Eligible Contract	Amount of Repeat Purchase Reward
Second Eligible Contract that is entered into and completed	1% of the Contract Price under the Eligible Contract
Any Eligible Contract that is entered into and completed after the second Eligible Contract is entered into and completed	1.5% of the Contract Price under the Eligible Contract

- (c) Clause 6.3 sets out how an Eligible Member participates in this promotion.
- (d) The Repeat Purchase Reward is inclusive of any GST.

6.2 Exclusions

(a) Multiple purchasers

If there is more than one purchaser under an Eligible Contract:

- (i) **only one** Repeat Purchase Reward can be claimed in respect of the Eligible Contract and any entitlement to a Repeat Purchase Reward is held by the purchasers jointly;
- (ii) a Repeat Purchase Reward can only be claimed in respect of the Eligible Contract if all of the purchasers are entitled to a Repeat Purchase Reward in respect of that Eligible Contract; and

- (iii) the Repeat Purchase Reward will be the maximum Repeat Purchase Reward to which a purchaser under the Eligible Contract is entitled.
- (b) **Eligible Contracts entered into within short space of time**

Unless Sekisui House agrees otherwise in writing, a Repeat Purchase Reward **cannot be claimed** in respect of an Eligible Contract (**Subject Contract**) if another Eligible Contract is entered into or was entered into by the Eligible Member (or their Associate):

 - (i) on the same date that the Subject Contract is entered into; or
 - (ii) in the period of 12 calendar months immediately preceding that date.
- (c) **Certain persons excluded**

An Eligible Member **cannot claim** a Repeat Purchase Reward if they are:

 - (i) a builder (including a licensed builder); or
 - (ii) a developer; or
 - (iii) a person acting as agent, trustee or custodian for another person.

6.3 How to participate

- (a) A Member participates in this promotion by applying for a Repeat Purchase Reward in relation to an Eligible Contract in accordance with this clause 6.3.
- (b) An application for a Repeat Purchase Reward must be:
 - (i) made using the online application form made available by Sekisui House; and
 - (ii) submitted before completion of the Eligible Contract to which the application relates.

6.4 Timing and method of payment of Repeat Purchase Reward

A Repeat Purchase Reward will be paid as a rebate:

- (a) within 30 Business Days after the Eligible Member completes the Eligible Contract to which the Repeat Purchase Reward relates; and
- (b) by electronic funds transfer to the bank account nominated by the Eligible Member (or, if there is more than one Eligible Member entitled to the Repeat Purchase Reward, nominated by any of those Eligible Members).

7. Changes

- (a) Sekisui House reserves the right (in its absolute discretion) at any time and from time to time to:
 - (i) withdraw or replace a Promotion;
 - (ii) vary any of these Terms, including any specific terms and conditions that apply to a particular Promotion; and/or

- (iii) change the Participating Developments, including remove or add developments.
- (b) Sekisui House will use its best endeavours to give Members notice of any such withdrawal, replacement, variation or change by email or posted mail and provide notice on the Website. Members are deemed to have received a notice once a Member has been sent an email or posted mail, and Sekisui House has posted a notification on the Website.
- (c) Benefits accrued by Members prior to any such withdrawal, replacement, variation or change will still be honoured by Sekisui House.

8. Completion

For the purposes of these Terms, and unless Sekisui House agrees otherwise in writing, a contract for the sale and purchase of land is not completed unless:

- (a) all money payable by the purchaser under the contract has been paid;
- (b) all things that the purchaser under the contract is required to provide to the vendor on completion have been provided; and
- (c) a transfer of the relevant land naming the purchaser under the contract as the transferee is lodged for registration.

9. General Terms and Conditions

9.1 Entitlements are personal

Any entitlement of an Eligible Member to a Benefit is personal to them and is not capable of being assigned or transferred in whole or in part to another person.

9.2 Participant obligations

Members must not:

- (a) abuse or misuse the Rewards Program;
- (b) engage in illegal or fraudulent activities including the supply of false or misleading information to Sekisui House; or
- (c) purport to sell, assign or transfer any Benefits or offer to sell, assign or transfer any Benefits.

9.3 Privacy

- (a) Sekisui House agrees to use any Personal Information collected in accordance with the company's [Privacy Policy \(available at www.sekisuihouse.com.au/policies\)](http://www.sekisuihouse.com.au/policies).
- (b) Members agree to provide Sekisui House with up to date Personal Information when participating in a Promotion. If any Personal Information required from a Member is not up to date, the Member may not be able to receive a Benefit under the Rewards Program.

9.4 Liability

To the extent permitted by law, Sekisui House (including its officers, employees and agents) is not liable for any cost, loss or damage incurred relating to:

- (a) any withdrawal, replacement, variation or change the subject of clause 7; or
- (b) any breach of these Terms by any person other than Sekisui House.

9.5 GST and Tax

- (a) Any tax, duty or liability whatsoever in relation to any Benefit received under a Promotion will be the sole responsibility of the relevant Member.
- (b) Members should contact their accountant or tax advisor if they have any queries relating to the tax implications of any Benefit.

9.6 Severability

If any part of these Terms is deemed unlawful, void or unenforceable for any reason, then that part may be severed from these Terms and it will not affect the validity and enforceability of the remaining provisions.

9.7 Waiver

Any waiver by Sekisui House of its rights under any of these Terms will not be deemed a waiver of any term or provision and will be a single waiver limited to the specific circumstance under which such waiver was granted.

9.8 Governing Law

These Terms are governed by and are to be construed under the laws of New South Wales. Members agree to submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms.

9.9 Promotion cannot be used in conjunction with another Promotion

Unless Sekisui House agrees otherwise in writing, a Promotion cannot be used or relied on in conjunction with:

- (a) another Promotion; or
- (b) any other applicable promotion, reward or incentive provided or offered by Sekisui House or any of its Related Entities.

9.10 Verification

Sekisui House reserves the right, at any time, to request verification of age, identity or other information relevant to participation in a Promotion or the Rewards Program. Sekisui House reserves the right to exclude from participation in any Promotion or the Rewards Program any Member who provides false information or fails to provide information that is reasonably requested by Sekisui House. This clause applies despite anything in these Terms to the contrary.

9.11 Consequential loss

To the extent permitted by law, Sekisui House is not liable to a Member for any indirect, consequential, exemplary, incidental, special or punitive damages or losses arising out of or in connection with the Member's participation in a Promotion even if Sekisui House has been advised of the possibility of such damages or losses.

10. Definitions

In these Terms, unless the context requires otherwise:

- (a) **Associate:**
 - (i) in relation to a body corporate, means a Related Person or Related Entity of that body corporate; and
 - (ii) in relation to a natural person, means any:
 - (A) Spouse of that person; or
 - (B) relative by blood or adoption of that person or that person's Spouse; or
 - (C) Related Person of that person; or
 - (D) entity of which the person is a Related Entity;
- (b) **Benefit** means any reward or other benefit offered under a Promotion;
- (c) **Business Day** means any day other than a Saturday, a Sunday or a public holiday or bank holiday in New South Wales;
- (d) **Contract Price** means the purchase price under an Eligible Contract:
 - (i) as at the time that the contract is entered into; and
 - (ii) before any Benefits, rebates or variations are applied;
- (e) **Eligible Buyer** means a person who:
 - (i) is a natural person and over the age of 18 years; and
 - (ii) is not:
 - (A) a builder (including a licensed builder); or
 - (B) a developer; or
 - (C) a person acting as agent, trustee or custodian for another person; or
 - (D) a Member; and
 - (iii) has not previously purchased a property:
 - (A) in a Participating Development; or

- (B) from Sekisui House or any of its Related Entities;
- (f) **Eligible Contract** means a contract for the sale and purchase of land:
- (i) between Sekisui House, as vendor, and another person, as purchaser; and
 - (ii) relating to a lot (and not more than one lot) in a Participating Development; and
 - (iii) entered into on or before 31 May 2026,
- but excluding any contract for the sale and purchase of land:
- (iv) with a purchase price of \$100,000 or less; or
 - (v) that results from a tender;
- (g) **Eligible Member** means a Member:
- (i) that satisfies the eligibility requirements under clause 4; and
 - (ii) who has not been excluded from participating in the Rewards Program, in accordance with these Terms; and
 - (iii) whose participation in the Rewards Program has not been suspended or terminated, in accordance with these Terms;
- (h) **Member** has the meaning given in clause 2.1;
- (i) **Participating Developments** has the meaning given in clause 3;
- (j) **Personal Information** has the meaning given in the *Privacy Act 1988* (Cth);
- (k) **Promotion** means a promotion in which Eligible Members are given the opportunity to participate under the Rewards Program;
- (l) **Sekisui House** means Sekisui House Australia Pty Limited (ABN 41 135 313 236), and includes its Related Entities;
- (m) **Related Entity** has the meaning given under the *Corporations Act 2001* (Cth);
- (n) **Related Person** has the meaning given under the *Duties Act 1997* (NSW);
- (o) **Spouse** has the meaning given under the *Corporations Act 2001* (Cth);
- (p) **Terms** means these terms and conditions;
- (q) **Website** means the Sekisui House website located at <https://sekisuihouse.com.au>;
- (r) a reference to the singular includes the plural and vice versa;
- (s) if a word or phrase is defined, then any grammatical variation of that word or phrase has a corresponding meaning;
- (t) use of the word 'including' means 'including, without limitation' or 'including but not limited to';



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- (u) \$ or dollars means Australian dollars; and
- (v) all dollar amounts exclude any applicable GST.