

# TERMS & CONDITIONS

## 1. Introduction

These Terms and Conditions set out the eligibility criteria and conditions for the Purchaser Incentive offered by Allam Homes. If you have any questions about the \$20K Gift Card Giveaway or these Terms and Conditions, please contact Allam Homes at [www.allam.com.au](http://www.allam.com.au).

## 2. Purchaser Incentive

The Purchaser Incentive comprises five Harvey Norman eGift Cards with a combined total value of \$20,000.00, to be used either online or in store at any Participating Retailer.

## 3. Eligibility Criteria

To be eligible to receive the Purchaser Incentive, a Purchaser must:

- make a Reservation in a Participating Estate during the Promotion Period;
- pay a Reservation Fee;
- enter into a Contract in a Participating Estate within 14 days after making a Reservation which must not be an Excluded Contract; and
- complete an Eligible Contract.

## 4. Delivery of Purchaser Incentive

Allam will deliver the Purchaser Incentive to the Purchaser following completion by the Purchaser of an Eligible Contract. The Purchaser Incentive will be sent to the email address nominated by the Purchaser at the time of Reservation. The Purchaser must ensure that the nominated email address is valid and operational. If the Purchaser Incentive is not received due to an incorrect, incomplete or outdated email address provided by the Purchaser, Allam Homes will have no obligation to re-issue the Purchaser Incentive unless Allam Homes determines otherwise in its absolute discretion.

## 5. Redemption of Purchaser Incentive

The Purchaser Incentive may only be redeemed through the eGift Card Issuer and in the manner nominated by the eGift Card Issuer from time to time. The Purchaser is responsible for complying with all applicable terms of use, conditions, directions, activation, and redemption requirements of the eGift Card Issuer.

## 6. Expiry Date

The Purchaser Incentive is valid for a period of 36 months from the date of issue.

## 7. No Cash Alternative

The Purchaser Incentive is not redeemable for cash or any other benefit, and no cash payment, refund, or alternative will be provided in substitution for the Purchaser Incentive, whether in whole or in part.

## 8. No Transfer

The Purchaser Incentive is personal to the Purchaser and must not be sold, assigned, transferred, novated or otherwise dealt with by the Purchaser without Allam Homes prior written consent which may be withheld in its absolute discretion.

## 9. One Purchaser Incentive Per Eligible Contract

The Purchaser Incentive applies on a per Eligible Contract basis only. No more than one Purchaser Incentive will be issued for any Eligible Contract. If there is more than one Purchaser under an Eligible Contract, those Purchasers acknowledge and agree that they are jointly entitled to one Purchaser Incentive only. Allam Homes may issue the Purchaser Incentive to any one of those Purchasers nominated in writing at the time of Reserva-

tion, which will constitute full and final satisfaction of Allam Homes obligations in respect of the Purchaser Incentive.

## 10. No Further Entitlement

The Purchaser acknowledges and agrees that, except as expressly provided in these Terms and Conditions, no further claim may be made against Allam Homes in connection with the \$20k Gift Card Giveaway or these Terms and Conditions.

## 11. Forfeiture

The Purchaser Incentive will be forfeited if:  
(a) the Purchaser fails to comply with the Purchaser's obligations under a Contract; or  
(b) the Contract is rescinded or terminated for any reason.

## 12. General Conditions

### 12.1 Privacy

All Personal Information collected by Allam Homes will be used in accordance with Allam Homes' Privacy Policy.

### 12.2 Variations

Allam Homes reserves its rights, in its absolute discretion, to cancel, substitute or vary in whole or in part the \$20K Gift Card Giveaway including cancelling, substituting, excluding or varying any Participating Estate or Excluded Estate.

### 12.3 Liability

To the extent permitted by law, Allam Homes (including its officers, employees and agents) is not liable for any cost, loss or damage incurred relating to any withdrawal, cancellation, variation or change to the \$20K Gift Card Giveaway or these Terms and Condition.

### 12.4 GST and Tax

Any tax, duty or liability whatsoever in relation to any Purchaser Incentive received under the \$20K Gift Card Giveaway will be the sole responsibility of the Purchaser. A Purchaser should contact their accountant or taxation advisor if they have any queries relating to the tax implications of receiving any Purchaser Incentive.

### 12.5 Severability

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

### 12.6 Waiver

Any waiver by Allam Homes of its rights under these Terms and Conditions, shall not be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstance under which such waiver was granted.

### 12.7 Governing Law

These Terms and Conditions are governed and are to be construed under the laws of New South Wales. Parties 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 and Conditions.

## 13. Definitions and Interpretation

In these Terms and Conditions unless otherwise specified, the following rules of interpretation apply:

- a singular word includes plural and vice versa;
- if a word or phrase is defined, then any grammatical variation of that word or phrase

has a corresponding meaning;

(c) use of the word 'including' does not limit the scope of that thing, but means 'including without limitation' or 'including but not limited to'; and

(d) a reference to \$ means Australian dollars.

In these Terms and Conditions, the following definitions apply:

**Allam Homes** means Allam Homes Pty Ltd ACN 003 798 883 of Level 3, 11 Brookhollow Avenue, Norwest or any of its associated or related entities.

**Business Day** means any that is not a Saturday, a Sunday, or a public holiday or bank holiday in Sydney, New South Wales.

**Contract** means a contract for the sale and purchase of a house.

**eGift Card Issuer** means Derni Pty Ltd ACN 002 263 872 or its successor or assigns.

**Eligible Contract** means a Contract entered into during the Promotion Period in a Participating Estate which Contract has been completed by a Purchaser who is not in default and has complied with all of its obligations under the Contract which must not be an Excluded Contract.

**Excluded Estate** means any of the following:

- Alkyra – Beveridge VIC 3753;
- Bellerive Rise – North Kellyville NSW 2155;
- Lyndale – Tarneit VIC 3029;
- Monterey – Kendall NSW 2443;
- Sophia Waters - Chilsholm NSW 2322 Land Only Sales;
- St Ronans – Bulla VIC 3428.

**Participating Estate** means any of the following:

- Nakuru – Silverdale NSW 2752;
- Ravenswood – Tullimbar NSW 2527;
- Sophia Waters - Chilsholm NSW 2322;
- Killarney – Box Hill NSW 2765;
- Redgum Rise – Oakville NSW 2765;
- The Collection – Box Hill NSW 2765;
- Madison Rise – Woongarra NSW 2259; and
- McKenzie – Vineyard NSW 2765, but excludes any Excluded Estate.

**Participating Retailer** means Harvey Norman, Domayne, and Joyce Mayne stores across Australia.

**Personal Information** has the meaning as defined in the Australian Privacy Act 1988 (Cth) and includes any similarly defined personal information in any other jurisdiction.

**Privacy Policy** means Allam Homes' privacy policy available online at <https://www.allam.com.au/privacy-policy>.

**Promotion Period** means the period commencing 10am on Monday 30 March 2026 and ending at 5pm on Thursday 28 May 2026.

**Purchaser** means a natural person under a Contract. For the avoidance of doubt, where there is more than one Purchaser, the Purchaser is those parties jointly.

**Reservation** means a reservation by a Purchaser for the purchase of a house from Allam Homes to be purchased under an Eligible Contract.

**Reservation Fee** means the fee payable by a Purchaser at the time of Reservation.

**Website** means Allam Homes Website available at [www.allam.com.au](http://www.allam.com.au).

