

GG Blue Enterprises Ltd T/A Propertyscouts – TENANT REFERRAL PROGRAM TERMS & CONDITIONS

1 Introduction

- (a) These terms and conditions (Terms) are entered into between GG Blue Enterprises Ltd T/A Propertyscouts (NZCN 6129947) (**we, us or our**) and you, being either the party who refers an individual to us for property management services in accordance with these Terms (**Referring Party**), or the individual who is referred to us for property management services in accordance with these Terms (**Referred Party**).

Where you are a Referring Party:

- (b) These Terms apply to our offer to provide you with either:
- i. A \$200NZD Prezzy Voucher
- for each Referred Party, referred to us in accordance with the processes set out in these Terms, that meet the eligibility criteria below (**Referring Party Offer**).

2 Eligibility Criteria

- (a) As the Referring Party, you are eligible to receive the Referring Party Offer when you share with us your contact information and the contact information of a person who has not previously received property management services from us, or you share our contact information with a person who has not previously received property management services from us (each a **Referred Party**), and your Referred Party enters into a management agreement with us in accordance with clause 2(b).
- (b) In order for you to qualify to receive the Referring Party Offer, your Referred Party must:
- i. Be a new customer (not already a client with us);
 - ii. Be referred to us via our online referral form;
 - iii. Sign a management agreement with us for a property within our management territory; and
 - iv. Identify you as the Referring Party.
- (c) We reserve the right to exclude a Referral, where the person being referred has previously engaged with us, has registered for our mailing list or cannot be attributed to as the Referring Party.

3 Offer

- (a) The Referring Party Offer (the **Offer**) commences on 01/01/2024 and is only available to you if the Eligibility Criteria under clause 2 is satisfied.
- (b) This Offer is available for a limited time only and is not available in conjunction with any other promotional offer unless expressly indicated. We reserve the right to extend, withdraw or amend this Offer at any time at our sole discretion. If this Offer is withdrawn or amended, we will honour the Offer in respect of any Referring Party and Referred Parties that were introduced to us prior to the Offer being withdrawn or amended, provided that the Eligibility Criteria is satisfied.
- (c) There is no limit to the number of Referring Party Offers that may be issued to a Referring Party, as long as all terms and conditions are met. In the event of multiple referrals received during the Offer period, for one particular Referred Party, the first Referring Party only will be regarded as being the successful Referring Party.
- (d) For the avoidance of doubt, you will not receive an additional Referring Party Offer where your Referred Party refers a third person.

4 Privacy

- (a) If you are providing us with personal information about somebody else, including a Referred Party, you represent and warrant that you have such person's consent to provide the personal information to us. You agree to indemnify us and hold us harmless in respect of any liability we may incur or otherwise become liable for as a result of receiving any personal information from you.
- (b) We collect personal information from you in order to make available the Offer and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, and as required, to regulatory authorities. Please see our Privacy Policy (available at <https://www.propertyscouts.co.nz/privacy-policy>) for more information about how we collect, store, use and disclose personal information, including details about overseas disclosure, access, correction, how you can make a privacy-related complaint and our complaint-handling process. By

providing personal information to us, you agree to the collection, use, storage and disclosure of that information as described in these Terms and in our Privacy Policy.

5 General

- (a) We reserve the right to validate the eligibility of any Referred Party, and may, at our sole discretion, determine any Referred Party to be ineligible.
- (b) Any decision made by us in relation to the Offer is final in all matters.
- (c) To the maximum extent permitted by law, we shall have no liability for any vouchers or prezzy cards provided, any acts or omissions by you and any loss, damage, personal injury or death (whether direct, indirect, special or consequential) caused in any way by participating in this Offer or in connection with any Promo Code.
- (d) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the New Zealand *Consumer Guarantees Act 1993* or the New Zealand *Fair Trading Act 1986*, as applicable.
- (e) These Terms and Conditions are governed by the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New Zealand and any courts entitled to hear appeals from these courts.
- (f) A reference in these Terms to '\$' or 'dollars' refers to the currency of New Zealand from time to time. A reference to time in these Terms is to local time in New Zealand.
- (g) These Terms and Conditions represent the entire agreement between us and you with respect to its subject matter and supersede any prior agreement, understanding or arrangement between us and you, whether oral or in writing.

For any questions and notices, please contact us at:

GG Blue Enterprises Ltd T/A PropertyScouts (NZCN 6129947)

Email: manukau@propertyscouts.co.nz

Last Update: 15 December 2023