

## Prosperity Program Terms and Conditions

### 1 Introduction

Under Frasers Property Australia's Prosperity Loyalty Program (Prosperity), Prosperity members may be eligible for various Benefits including:

- Repeat Purchase Rewards (described in section 3);
- Referral Rewards (described in section 4);
- Family Share Offer (described in section 5);
- Priority Notification and Access (described in section 6);
- Fraser World Sapphire Membership (described in section 7); and
- certain third party offers, products, services or other benefits.

Capitalised terms used in these Terms and Conditions have the meaning set out in section 14.

If you do not understand these Terms and Conditions or have any questions, please contact our Prosperity Team at [prosperity@frasersproperty.com.au](mailto:prosperity@frasersproperty.com.au) or on **13 86 88** and we will be happy to help you.

### 2 Membership Types and Benefits

#### 2.1 Who can become a Prosperity member?

Any individual over the age of 18, and any company, named as a purchaser under an Eligible Contract (whether purchasing solely or jointly) is eligible to become a Prosperity member.

There is no fee payable to become, or remain, a Prosperity member.

To apply to become a Prosperity member you must submit an application form in accordance with these Terms and Conditions. You will become a Prosperity member when you receive notification from us that you've been accepted as a member but some Benefits only become available once you satisfy the Purchaser Conditions in the Eligible Contract.

#### 2.2 What is an Eligible Contract?

When you purchase a residential property in a Participating Development, the sale contract you enter into is an Eligible Contract.

Some developments by Frasers Property Australia and some types of sale contracts are excluded from Prosperity (eg, sale contracts awarded as a result of a tender) and some Participating Developments do not offer all the Prosperity benefits (eg, they may offer Priority Notification and Access and not Repeat Purchaser Rewards, Family Share Offer or Referral Rewards). For a full list of

Participating Developments and the benefits they offer click [here](#) and for further details of the exclusions, read the definition of Eligible Contract in section 14.

### 2.3 Prosperity membership benefits

The Benefits of Prosperity membership increase on your second and third purchases and when the Family Share Offer applies.

Here's a summary:

Contract	Benefits
1 <sup>st</sup> Eligible Contract	<ul style="list-style-type: none"><li>• Make a Referral Reward</li><li>• Priority Notification and Access</li><li>• One year of Fraser World Sapphire Membership (for individual Prosperity members only)</li></ul>
2 <sup>nd</sup> Eligible Contract	<ul style="list-style-type: none"><li>• 2% Repeat Purchase Reward</li><li>• Make a Referral Reward</li><li>• Priority Notification and Access</li></ul>
3 <sup>rd</sup> Eligible Contract	<ul style="list-style-type: none"><li>• 3% Repeat Purchase Reward</li><li>• Make a Referral Reward</li><li>• Priority Notification and Access</li></ul>

Further details of each Benefit are set out in sections 3 to 7.

### 2.4 Additional provisions for company members and their nominees

If:

- the purchaser under an Eligible Contract is or (where there are multiple purchasers) includes a company; and
- the Family Share Offer applies (read section 5 for details) and a Referred Family Purchaser is a company,

the company's authorised representative may nominate up to two individuals to also be Prosperity members. Those individuals must be either shareholders or directors of the purchaser and must not have been nominated previously or be an existing Prosperity member.

This nomination must be made in writing to Frasers Property Australia at the time of entering into the Eligible Contract.

The company and its nominees will together form a Company Group for the purposes of Prosperity membership and any Benefit. Section 3.3 explains how Repeat Purchase Rewards are calculated for Prosperity members who are part of a Company Group.

## 2.5 Acceptance of Terms and Conditions

By claiming or accepting any Benefit, a Prosperity member confirms that it accepts these Terms and Conditions.

## 3 Repeat Purchase Reward

### 3.1 Overview

Prosperity members are entitled to receive a repeat purchase reward for their second (or, if the Family Share Offer applies, for their first) and then any subsequent Eligible Contracts, as set out in this section 3 (**Repeat Purchase Reward**).

### 3.2 Amount of repeat purchase reward

The Repeat Purchase Reward will be calculated based on the number of prior purchases by the relevant Prosperity member and the purchase price under the Eligible Contract, and whether the Family Share Offer applies, as set out below:

Number of purchases	Amount of Repeat Purchase Reward	
	If the Family Share Offer does not apply	After the Family Share Offer applies (to a Family Referrer and Referred Family Purchaser)
1 <sup>st</sup> Eligible Contract	No Repeat Purchase Reward payable	2% of the purchase price on that contract
2 <sup>nd</sup> Eligible Contract	2% of the purchase price on that contract	3% of the purchase price on that contract
3 <sup>rd</sup> and each subsequent Eligible Contract	3% of the purchase price on that contract	3% of the purchase price on that contract

We explain when the Family Share Offer applies in section 5 below.

### 3.3 Company Groups

Where a Prosperity member forms part of a Company Group, we take into account each Eligible Contract entered into by that Company Group to determine the amount of the Repeat Purchase Reward payable to a Prosperity member of that Company Group.

## **Example**

*The company, director 1 and director 2 form a Company Group after the company obtains Prosperity membership.*

*Director 1 then buys under an Eligible Contract and is entitled to a 2% repeat purchase reward on settlement.*

*Director 2 then buys under an Eligible Contract and is entitled to a 3% repeat purchase reward on settlement. Director 1 buys again and is also entitled to a 3% repeat purchase reward.*

## **3.4 No Cap**

There is no cap on the total amount, or number of, repeat purchase rewards that a Prosperity member may be paid.

## **3.5 Multiple purchasers**

Where there are multiple purchasers under an Eligible Contract and more than one of those purchasers is a Prosperity member, the total repeat purchase reward payable will be the highest reward any particular Prosperity member purchaser is entitled to receive in relation to the Eligible Contract.

The total repeat purchase reward will be shared equally by all purchasers that are Prosperity members. Non-members are not entitled to receive any repeat purchase reward.

## **3.6 Payment of repeat purchase reward**

The repeat purchase reward will be paid to the purchaser on the date of settlement of the Eligible Contract. For convenience, the repeat purchase reward may be paid by way of adjustment on settlement of the Eligible Contract.

## **4 Referral Reward**

### **4.1 Overview**

Prosperity members are entitled to receive a Referral Reward of \$2,000 when they introduce a new purchaser to Frasers Property Australia as set out in this section 4. That includes when a Prosperity member refers a Family Member to Frasers Property Australia as part of the Family Share Offer (read section 5 for details).

### **4.2 Conditions for receiving the Referral Reward**

Each of the following conditions must be satisfied for a Prosperity member to be entitled to a Referral Reward:

(a) the Prosperity member who makes the referral (**Referrer**) must:

- (i) have satisfied all Purchaser Conditions in their first Eligible Contract;
- (ii) complete the on-line Referral Form on or before the Eligible Contract is signed by the Referred Purchaser; and
- (iii) not otherwise be excluded under section 4.6; and
- (b) the purchaser referred by the Prosperity member (**Referred Purchaser**) must:
  - (i) be an individual or company;
  - (ii) must not be an existing Prosperity member; and
  - (iii) must not be already known to Frasers Property Australia as a potential purchaser, including by being previously introduced or referred to Frasers Property Australia by another party or Agent, or appearing on a Frasers Property Australia sales database;
  - (iv) on or before entering into the relevant Eligible Contract, nominate or confirm to Frasers Property Australia that the Referrer was their referrer;
  - (v) enter into an Eligible Contract for a Participating Development that offers a Referral Reward; and
- (c) satisfy the Purchaser Conditions in the Eligible Contract.

#### **4.3 Multiple purchasers**

Where there are multiple purchasers under an Eligible Contract to which the Referral Reward would otherwise apply:

- (a) at least one of the purchasers must satisfy the conditions for being a Referred Purchaser in section 4.2(b); and
- (b) all of the purchasers must satisfy the requirements in sections 4.2(b)(v) and 4.2(b)(iv).

Only one Referral Reward is payable on each Eligible Contract.

#### **Example**

*Prosperity member C refers A and B to Frasers Property Australia. A and B are the named purchasers on an Eligible Contract and settle their purchase. C is paid a Referral Reward in accordance with the Referral Reward terms when A and B satisfied all their Purchaser Conditions under the contract.*

*B and D jointly enter into an Eligible Contract. D could, on its own, be a Referred Purchaser however because D is purchasing with B, no Referral Reward is payable.*

#### **4.4 Multiple referral rewards**

There is no cap on the number, or value, of Referral Rewards that a Prosperity member may be paid for referring new purchasers to Frasers Property Australia.

But the Referral Reward is only available to the Referrer on the first Eligible Contract entered into by a given Referred Purchaser and not on any subsequent purchases by that Referred Purchaser.

#### **4.5 Payment of Referral Reward**

The Referral Reward will be paid to the Referrer promptly after the Purchaser Conditions in the Referred Purchaser's Eligible Contract being satisfied.

If the Referrer is a company, the Referral Reward will be paid to one person whom the authorised representative of the company nominates in writing to Frasers Property Australia.

#### **4.6 Exclusions**

Despite any other term or condition, no Referral Reward is payable, and the Family Share Offer does not apply, to:

- (a) an Agent or Agent's Associate, when the referral is made in relation to a property:
  - (i) for which the Agent is eligible for a sales commission or other similar payment; or
  - (ii) that forms part of a Participating Development on which the Agent is currently engaged as a selling agent; or
- (b) the current Chairperson or any Director of Frasers Property Australia.

### **5 Family Share Offer**

#### **5.1 Overview of Family Share Offer**

If a Prosperity member introduces to Frasers Property Australia, a new purchaser who is also their Family Member, to buy a residential property in a Participating Development that offers the Family Share Offer, then:

- (a) the new purchaser who has been referred will be a Referred Family Purchaser and they will:
  - (i) be entitled to receive Priority Notification and Access (as explained in section 6) as soon as they have been referred (and before they enter into, and satisfy any Purchaser Conditions in, an Eligible Contract); and
  - (ii) for the purpose of determining the Repeat Purchase Rewards they are entitled to receive, otherwise be treated as if they have entered into the same number of Eligible Contracts as the Family Referrer; and
- (b) the Prosperity member who makes the referral will be a Family Referrer and for the purpose of determining the Benefits that the Family Referrer is entitled to receive, they will be treated as

if they have purchased one additional property under an Eligible Contract, on and from the date the Referred Family Purchaser becomes a Prosperity member.

## **5.2 Eligibility for Family Share Offer**

To be eligible for the Family Share Offer, the following conditions must be satisfied:

- (a) the Family Referrer must:
  - (i) be an individual;
  - (ii) be a Family Member of the Referred Family Purchaser;
  - (iii) have satisfied all Purchaser Conditions under their existing Eligible Contract(s);
  - (iv) complete the on-line Referral Form (and confirm that the Family Referrer is a Family Member) on or before the Referred Family Purchaser enters into their Eligible Contract;
  - (v) not be excluded under section 8 of these Terms and Conditions; and
- (b) the Referred Family Purchaser must:
  - (i) be a natural person or a company;
  - (ii) be a Family Member of the Family Referrer;
  - (iii) not be an existing Prosperity member;
  - (iv) not be already known to Frasers Property Australia as a potential purchaser, including by being previously introduced or referred to Frasers Property Australia by another party or Agent, or appearing on a Frasers Property Australia sales database;
  - (v) on or before entering into their first Eligible Contract, nominate and warrant to Frasers Property Australia that the Family Referrer was their referrer and that the Family Referrer is a Family Member; and
- (c) enter into, and satisfy any Purchaser Conditions in, an Eligible Contract (although this requirement does not apply to Priority Notification and Access); and
- (d) if requested by Frasers Property Australia, the Family Referrer and the Referred Family Purchaser must provide certified supporting documentation (in the form required) together with a signed statutory declaration (in the form required) and give to Frasers Property Australia confirming that the Family Referrer and the Referred Family Purchaser are Family Members.

## **5.3 Payment**

If the Family Share Offer applies, then the Referred Family Purchaser will be paid the Repeat Purchase Reward on the later of:

- (a) the date of settlement of the Referred Family Purchaser's Eligible Contract; and
- (b) if the Family Referrer has an Eligible Contract on foot that has not yet settled, promptly after the date of settlement of the Eligible Contract entered into by the Family Referrer.

For convenience, the Repeat Purchase Reward may be paid by adjustment on settlement of the Eligible Contract.

This is subject to sections 8.2 and 8.3.

#### **5.4 Repeat referrals**

A Family Referrer can make any number of referrals to different Members of their Family.

#### **6 Priority Notification and Access**

After becoming a Prosperity member or a Referred Family Purchaser, you will receive:

- (a) notification of upcoming Participating Development stage releases, as set out in the list [here](#); and
- (b) access to purchase properties in those stages,

before they are notified, or released for sale, to the general public (unless the Prosperity member or Referred Family Purchaser has unsubscribed from receiving these notifications or access).

Prosperity members and Referred Family Purchasers acknowledge that Frasers Property Australia officers and employees may receive the same priority notification benefit as Prosperity members do.

#### **7 Fraser World Sapphire Membership**

Individual Prosperity members are eligible for one year of Fraser World Sapphire Membership when they satisfy all Purchaser Conditions in their first Eligible Contract. This Benefit may be redeemed once only and the individual Prosperity member must sign up for the Fraser World Sapphire Membership in accordance with its terms and conditions.

Fraser World Sapphire Membership obtained under Pro excludes any free nights offered as part of the Fraser World Sapphire Membership privileges.

Fraser World Sapphire Membership benefits may only be redeemed in accordance with the Fraser World Sapphire Membership terms and conditions, as amended from time to time. For details of the membership benefits, which are subject to change, click [here](#).

#### **8 Contracts that do not complete**

##### **8.1 Termination and breach of Eligible Contract – Generally**

If an Eligible Contract is brought to an end before settlement for any reason or the Prosperity member breaches or defaults under an Eligible Contract, the contract will no longer be an Eligible Contract and the Prosperity member cannot rely on it for the purpose of receiving any Benefits under Prosperity.



This applies, for example, when the contract has been terminated before settlement, or when the purchaser is no longer a purchaser under the contract either through nominating or assigning to an alternative purchaser.

## **8.2 Termination and breach of Eligible Contract by a Family Referrer**

Where the Family Share Offer applies, if:

- (a) a Family Referrer had not settled on their Eligible Contract when they referred the Referred Family Purchaser; and
- (b) that Family Referrer defaults under their Eligible Contract or the Family Member's Eligible Contract is otherwise brought to an end before settlement for any reason,

then:

- (c) the Referred Family Purchaser will not be entitled to receive the relevant Repeat Purchase Reward under this Family Share Offer; and
- (d) the Referred Family Purchaser will no longer be treated as if they have entered into the same number of Eligible Contracts as the relevant Family Referrer for the purposes of determining the Benefits that the Referred Family Purchaser is entitled to in connection with that Eligible Contract.

## **8.3 Termination and breach of Eligible Contract by a Referred Family Purchaser**

Where the Family Share Offer applies, if a Referred Family Purchaser defaults under their Eligible Contract or the Referred Family Purchaser's Eligible Contract is otherwise brought to an end before settlement for any reason, then the Family Referrer will no longer be treated as if they have purchased an additional property under an Eligible Contract for the purposes of determining the Benefits that the Referred Family Purchaser is entitled to receive.

## **8.4 Nomination or assignment**

The original purchaser under an Eligible Contract (and any Prosperity member seeking to rely on that contract) must notify Frasers Property Australia in writing within 10 Business Days of entering into any documentation to effect a nomination or assignment of the contract.

In the case of an approved nomination or assignment, the new purchaser may rely on the original Eligible Contract for its eligibility for Benefits, subject to the new purchaser and the original Eligible Contract complying with these Terms and Conditions.

This section 8 also applies to Company Group contracts.

## **9 Additional membership benefits**

Frasers Property Australia may, in its discretion, notify Prosperity members from time to time of additional Benefits offered to Prosperity members by Frasers Property Australia or third parties. These may be notified by email, mail or SMS (unless the Prosperity member has unsubscribed from receiving these notifications) or notified on the Prosperity website.

Each Benefit may have specific terms and conditions applicable, including a limited period or availability for that Benefit.

Unless specified otherwise, the terms and conditions for an additional Benefit must be read subject to these Terms and Conditions (and these Terms and Conditions will prevail to the extent of any inconsistency). For details of additional Benefits offered from time to time click [here](#).

## **10 Prosperity member obligations**

Prosperity members must not:

- (a) act in any way that breaches these Terms and Conditions;
- (b) abuse or misuse the Prosperity program;
- (c) supply or attempt to supply false or misleading information or make a false representation to Frasers Property Australia;
- (d) sell, assign or transfer, or offer to sell, assign, or transfer, the Prosperity member's membership in Prosperity or any Benefit. Any Benefit under Prosperity is personal to that Prosperity member; or
- (e) seek to obtain any commercial benefit from the Prosperity program.

## **11 Privacy**

Frasers Property Australia agrees to use any Personal Information collected in accordance with the Frasers Property Australia Privacy Policy.

The types of personal information we may collect and hold includes name, address, date of birth, age, language preferences and nationality, contact details like phone numbers and email addresses, as well as electronic information from your use of our website. For details of the Frasers Property Australia Privacy Policy click [here](#).

A Prosperity member agrees to provide Frasers Property Australia with Personal Information in order to participate in Prosperity, and to keep that information up to date.

If a Prosperity member does not provide or update the Personal Information required by Frasers Property Australia, the Prosperity member acknowledges that it may not be entitled to receive certain Benefits under the Prosperity program.

Frasers Property Australia may send electronic communications to the Prosperity member regarding third party offers, products and services available as part of Prosperity. Prosperity members can unsubscribe from such electronic communications by using the unsubscribe function in these communications.

## **12 Cancellation**

A Prosperity member may cancel their membership at any time by sending an email to [prosperity@frasersproperty.com.au](mailto:prosperity@frasersproperty.com.au).

## **13 General Conditions**

### **13.1 Commencement**

- (a) Prosperity commenced on 1 March 2016 and all Eligible Contracts entered into on or after that date may entitle a purchaser under the Eligible Contract who is a Prosperity member to obtain Benefits.
- (b) If an Eligible Contract is entered into before 1 March 2016, the contract will be an Eligible Contract only for the purpose of determining:
  - (i) a person's entitlement to be a member of Prosperity; and
  - (ii) in respect of any Eligible Contract entered into on or after 1 March 2016, the percentage of repeat purchase reward the relevant Prosperity member is entitled to in relation to the Eligible Contract.

### **13.2 Prosperity Membership**

Frasers Property Australia reserves the right (in its absolute discretion, and particularly in the case of a breach by a Prosperity member) to:

- (a) accept or refuse to accept any person becoming a Prosperity member;
- (b) exclude or withdraw a member from Prosperity;
- (c) refuse to honour any Benefit accumulated by a Prosperity member;
- (d) reverse any Benefit accumulated or awarded to a Prosperity member;
- (e) suspend a member's participation in Prosperity; or
- (f) terminate a member's participation in Prosperity.

### **13.3 Variations**

- (a) Frasers Property Australia reserves the right (in its discretion) to at any time:
  - (i) cancel, substitute or vary any of the Terms and Conditions of Prosperity (in whole or in part); or
  - (ii) exclude, substitute, vary or withdraw any Participating Developments and the Prosperity benefits it offers (in whole or in part).
- (b) Frasers Property Australia will endeavour to give Prosperity members notice of any cancellation, substitution or variation to Prosperity under this condition by either email, mail or SMS and provide notice on the Prosperity website.

(c) Benefits accumulated by Prosperity members prior to the cancellation, substitution or variation of Prosperity may still be honoured at the Frasers Property Australia's absolute discretion.

#### **13.4 Liability**

To the maximum extent permitted by law, Frasers Property Australia is not liable for any cost, loss or damage incurred in connection with:

- (a) any withdrawal, cancellation, variation or change to these Terms and Conditions;
- (b) any breach of these Terms and Conditions by any person other Frasers Property Australia;
- or
- (c) providing, or not providing, any Benefit.

#### **13.5 Frasers Property Australia's decisions are final**

Frasers Property Australia decision on all matters relating to Prosperity, including any dispute as to the identity of a Prosperity member or entitlement to any Benefit, is final and binding.

#### **13.6 GST and Tax**

The amount of any Benefit specified in these Terms and Conditions (including if specified by way of a percentage of another amount or otherwise) includes the amount of any GST or similar value added tax (if any) payable or arising on or in relation to the benefit.

If providing any Benefit is the consideration for a taxable supply for GST purposes, the relevant Prosperity member must deliver a tax invoice or an adjustment note to the Frasers Property Australia entity who is the recipient of the taxable supply before the Prosperity member is entitled to payment of any amount in relation to any Benefit.

Any tax, liability or duty in relation to any Benefit provided to a Prosperity member will be the sole responsibility of the Prosperity member. Prosperity Members should contact their accountant or taxation advisor if they have any queries relating to the tax implications of Prosperity.

#### **13.7 Benefits are not a discount, rebate or reduction**

A Benefit cannot be claimed as (and does not constitute) a discount or rebate on, or reduction of, the purchase price under an Eligible Contract.

Nothing in these Terms and Conditions constitute an offer of finance.

#### **13.8 Governing law**

These Terms and Conditions are governed by New South Wales law. Any person relying on, or seeking to enforce, these Terms and Conditions submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

### **13.9 Severability**

If any provision of these Terms and Conditions is unenforceable or invalid, it must be read down so as to be enforceable and valid. If this is not possible, the provision may be severed without affecting the enforceability or validity of the remaining provisions.

### **13.10 Waiver**

Any failure or delay by the Frasers Property Australia in exercising its rights under these Terms and Conditions does not constitute a waiver. Any waiver by the Frasers Property Australia must be in writing and signed by an authorised officer of the Frasers Property Australia.

### **13.11 Interpretation**

Unless otherwise stated:

- (a) a singular word includes the plural, and a plural word includes the singular;
- (b) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
- (c) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (d) all amounts stated in this document are in Australian dollars; and
- (e) a reference to a section or paragraph is to the section of, or the paragraph within that section of, these Terms and Conditions; and
- (f) a reference to a statute or other law includes regulations and other statutory instruments under it and consolidations, amendment, re-enactments or replacements of any of them.

## **14 Definitions**

In these Terms and Conditions, capitalised terms have the following meanings:

**Agent** means a real estate or selling agent appointed by, or receiving commissions from, Frasers Property Australia.

**Associate** in relation to an individual or company, includes:

- (a) a Related Body Corporate of the company or individual (including a body corporate of which the company or individual is a director or shareholder or has a beneficial interest);
- (b) any company or trust which the individual or company controls or influences, is a trustee of, or has a beneficial interest in; and

(c) in relation to an individual, any immediate relative (being a parent, sibling (including step and half sibling), spouse, partner or child (including a step or adopted child)).

**Benefit** means any benefit, privilege, promotion or reward offered under Prosperity (including the Benefits listed in section 1).

**Builder** means a builder who acquires an interest in one or more residential lots in any Participating Development for the purposes of the design, construction and sale of houses on the lots, whether as a house and land package or otherwise.

**Business Day** means any day except a Saturday, Sunday or public holiday in New South Wales.

**Company Group** means a company Prosperity member, and its nominees which are accepted by Frasers Property Australia.

**Participating Development** means a residential development within Australia by Frasers Property Australia that we tell you from time to time is part of Prosperity and offers a particular Prosperity benefit, as set out here.

**Eligible Contract** means a contract for the purchase of a residential lot in a Participating Development offering a Purchase Reward, excluding any contract entered into:

- (a) for the separate purchase of car spaces, storage units or commercial or industrial lots;
- (b) as a result of a tender;
- (c) by a Builder or a Builder's Associate;
- (d) in commercial quantities by a purchaser; and
- (e) by institutional buyers.

What constitutes "commercial quantities" and "institutional buyer" will be subject to the Frasers Property Australia's discretion and may depend on the type and nature of properties purchased and the purchaser.

Please read sections 8.1, 8.2, and 8.3 to understand when a contract is no longer an Eligible Contract if it has been brought to an end before settlement or the Prosperity member is in breach or default.

**Family Share Offer** means the Benefit described in section 5.

**Family Member** means, in relation to a Family Referrer or Referred Family Purchaser:

- (a) a spouse or de facto partner;
- (b) a parent (including the biological, adoptive, foster, custodial or non-custodial parent);
- (c) a sibling (including the biological, adopted, foster or step sibling);
- (d) a child (including the biological, adopted, foster or step child);
- (e) an aunt or uncle, ie, a sibling (including the biological, adopted, foster or step sibling) of a person referred to in paragraph (b);
- (f) a cousin, ie, a child (including the biological, adopted, foster or step child) of a person referred to in paragraph (e);

(g) a niece or nephew, ie, a child (including the biological, adopted, foster or step child) of a person referred to in paragraph (c), or;

(h) a grandparent, ie, a parent (including the biological, adopted, foster or step child) of a person referred to in paragraph (b),

of the Family Referrer or Referred Family Purchaser, respectively; and

(i) in the case of paragraphs (b) (c) and (d) above, a spouse or de facto partner of the Family Referrer or Referred Family Purchaser, respectively; or

(j) a company in respect of which any person in paragraphs (a) to (h) above is a shareholder or director.

**Family Referrer** has the meaning given in section 5.1 (and section 5.2).

**Frasers Property Australia** means Frasers Property AHL Limited ACN 008 443 696 and, where relevant, includes its relevant Related Bodies Corporate.

**Frasers Property Australia Privacy Policy** means the privacy policy adopted by Frasers Property Australia, as amended from time to time. A copy is available [here](#).

**Individual** means a natural person.

**Personal Information** has the meaning given in the Australian Privacy Act 1988 (Cth) and the New Zealand Privacy Act 1993 and includes any similarly defined personal information in any other relevant jurisdiction.

**Prior Contract** means, in relation to a subsequent Eligible Contract, any Eligible Contract entered into before the Eligible Contract, that is being relied on to claim a Benefit in relation to the subsequent Eligible Contract.

**Prosperity** means the Frasers Property Australia Prosperity purchaser loyalty program, the terms and conditions of which are set out in this document.

**Purchaser Conditions** means those conditions in an Eligible Contract that the purchaser must satisfy before settlement can occur (eg, finance approval). Satisfaction of the Purchaser Conditions occurs when all such conditions have been satisfied or waived.

**Priority Notification and Access** means the Benefit described in section 6.

**Referred Family Purchaser** has the meaning given in section 5.1 (and section 5.2).

**Referral Form** means the form that Frasers Property Australia to be signed or completed by a Prosperity member seeking to obtain a referral reward (including under the Family Share Offer).

**Referral Reward** means the Benefit described in section 4.

**Referred Purchaser** has the meaning given in section 4.2.

**Referrer** has the meaning given in section 4.2.

**Related Body Corporate** has the meaning given in the Corporations Act 2001 (Cth).

**Repeat Purchase Reward** means the Benefit described in section 3.

Version 5 as at 31 January 2022.

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**Gift 2 Get 2 Term and Conditions**

"Gift 2 Get 2 offer" terms and conditions apply. They can be viewed [here](#).

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