

Terms & Conditions

1. Terms of Referral

- 1.1 An eligible **Referrer** must:
 - 1.1.1 have purchased a residential block from **Eden Falls** under a valid, unconditional **Contract(s) of Sale**, whether jointly or solely purchased;
 - 1.1.2 be over 18 years of age;
 - 1.1.3 have purchased as an individual and not as a corporate entity or sales agent; and
 - 1.1.4 complete a **Referral Form** in our office.
- 1.2 Trustees are permitted if related to an individual, but only where a trustee is an individual and not a corporate entity.
- 1.3 For a **Referral** to be eligible the **Subsequent Purchaser** must:
 - 1.3.1 not be registered on an **Eden Falls** database;
 - 1.3.2 execute a contract of sale for a residential land lot within 180 days of the **Referral Date**; and
 - 1.3.3 pay the full required deposit under an unconditional **Contract of Sale**.
- 1.4 It is the responsibility of the **Referrer** to provide correct and valid bank account details when requested by **Eden Falls**.
- 1.5 A **Referrer** may receive a **Referral Payment** for multiple **Referrals**, but only one Referral payment will be made for any one Contract of Sale.
- 1.6 For the **Referral** to be eligible it must, in the opinion of Eden Falls (in its sole discretion), be compliant with these terms and conditions.
- 1.7 **Referral Payments** will be paid within 60 days of eligibility being confirmed by **Eden Falls**.
- 1.8 The **Referral Payment**:
 - 1.8.1 Is 50,000 Vatu for referrals submitted on or after 1 September 2025; and
 - 1.8.2 will be transferred directly to the **Referrer's** bank account.
- 1.9 **Eden Falls** accepts no responsibility for any ineligible **Referrals**. Eligible **Referrals** will be deemed to be accepted at the time of receipt by **Eden Falls** and not at the time of transmission. **Eden Falls** is not responsible for lost, late or misdirected **Referrals**.
- 1.10 **Eden Falls** reserves the right, at any time and in its sole discretion, to verify the validity of **Referrals**.
- 1.11 **Eden Falls** may disqualify any **Referral** for any reason.

2. Repeat Purchase

- 2.1 To take advantage of the **Repeat Purchaser Rebate** the purchaser must make it known to us at the time of the subsequent purchase that they are an existing customer at Eden Falls and that they wish to receive the Rebate.
- 2.2 To be eligible for the **Repeat Purchaser Rebate** a **Subsequent Purchaser** must:
 - 2.2.1 advise **Eden Falls** in writing upon entering in to a **Contract of Sale** for the subsequent purchase that they are an existing customer at **Eden Falls** and that they wish to receive the **Repeat Purchaser Rebate**;
 - 2.2.2 have purchased at least one residential block from **Eden Falls** under a valid, unconditional **Contract(s) of Sale**, whether jointly or solely purchased, and completed settlement of that Contract of Sale; and
 - 2.2.3 have purchased that property as an individual and not as a corporate entity or sales agent.
- 2.3 Trustees are permitted if related to an individual, but only where a trustee is an individual and not a corporate entity.
- 2.4 To be eligible for the **Repeat Purchaser Rebate** the purchaser must successfully settle their **Contract of Sale** for the subsequent purchase.
- 2.5 A **Contract of Sale** for a subsequent purchase cannot be nominated to a further purchaser.
- 2.6 The **Repeat Purchaser Rebate** is not eligible in conjunction with any other price discount or rebate offer that may be offered from time to time.
- 2.7 The **Repeat Purchaser Rebate** is 300,000 Vatu, offered as a reduction of the settlement amount on the applicable **Contract of Sale**.
- 2.8 **Eden Falls** reserves the right, at any time and in its sole discretion, to verify the validity of eligibility for the **Repeat Purchaser Rebate**.
- 2.9 **Eden Falls** may withdraw any **Repeat Purchaser Rebate** for any reason.

3. Eden Falls

- 3.1 **Eden Falls** reserves the right to vary, suspend or discontinue this **Program** at its discretion, and any decision on the **Program** is at the sole discretion of Eden Falls; and
- 3.2 Failure by **Eden Falls** to enforce any of its rights in respect of the **Program** does not constitute a waiver of those rights.
- 3.3 Except for any liability that cannot be excluded by law, **Eden Falls** (including its officers, employees and agents) excludes all:
 - 3.3.1 Statutory liability;
 - 3.3.2 Representations, conditions and warranties implied by custom, the general law or statute;
 - 3.3.3 liability for negligence, any personal injury and any loss or damage whether direct, indirect, special or consequential (including economic loss, loss of revenue, loss of opportunity, loss of goodwill), arising in any way out of the Program.

4. Definitions

In these terms and conditions:

- 4.1 “Contract of Sale” means an unconditional contract of sale for the purchase of land deemed eligible by Eden Falls for this Program.
- 4.2 “Land” means land subject of a Contract of Sale.
- 4.3 “Eden Falls” means Eden Falls Real Estate Limited (VFSC 304598).
- 4.4 “Program” means the Referral and Repeat Purchaser Rebate program.
- 4.5 “Referral” means an eligible referral under these terms and conditions.
- 4.6 “Referral Date” means the date upon which Eden Falls considers a Referral to be eligible.
- 4.7 “Referrer” or “Referrers” means an existing purchaser that refers the Subsequent Purchasers.
- 4.8 “Repeat Purchaser” means a purchaser who has previously purchased a Eden Falls property.
- 4.9 “Subsequent Purchaser” or “Subsequent Purchasers” means a purchaser referred by the Referrer in accordance with these terms and conditions.