



Best Price Guarantee

Terms and Conditions

The following terms and conditions apply to Burbank's "Best Price Guarantee":

1. To be eligible for the Best Price Guarantee, you must provide Burbank a fixed price quotation of a Comparable Product from a Competitor.
2. "Comparable product" means that the home must be:
 - a. a fixed price quotation;
 - b. the same size;
 - c. similar design;
 - d. capable of being built on the same land;
 - e. the same specifications.
3. "Competitor" means a volume builder who constructs more than 500 homes per year.
4. The Comparable Product must be a lower price than Burbank's quoted price, after all allowances and variations, rebates and discounts, and advertised and available for sale by a Competitor, during the period seven(7) days prior to the date of your purchase.
5. If Burbank offers the Best Price Guarantee you must sign an intention to purchase and pay the initial deposit on the same day. Normal variations and cancellation conditions will apply.
6. Burbank reserves the right to verify the evidence of the Comparable Product sold at the lower price.
7. If you qualify for the Best Price Guarantee, Burbank will lower the price by either reducing the quoted price or by the inclusion of bonus product or service to a value which betters the lower price, at the discretion of management.
8. Burbank's Best Price Guarantee does not apply where:
 - a. the lower price is conditional, or a price determined after the allowance of any amount for, or is part of a promotion involving, financing, installation, delivery, rebates, cash back offer, free or bonus offer, trade discount, stock clearance or any limited quantity promotion; or
 - b. clients have already deposited with Burbank;
 - c. the lower price is offered under any promotion with a third party (including, but not limited to, promotions with newspapers, exhibitions or other special events); or
 - d. promises or offers of the lower price are not provided substantiated with documentation; or
 - e. the comparable product is advertised in classifieds, online retailers, commercial resellers or distributors who sell direct to the public, parallel importers, fire or liquidation sales, rack, clearance and warehouse outlets; or



- f. the lower price has been discounted by the competitor by use of coupons, loyalty rewards, redemption of frequent flyer miles or similar and other offers or incentives to reduce the total cost; or
 - g. the lower price has been discounted by the competitor on the basis that the product is a display stock only, end of line, ex demo, limited quantity, clearance, second hand or similar; or
 - h. the lower price is the result of an error by the competitor; or
 - i. Burbank is unable to verify, using reasonable means, that the lower price or the advertised product is available for purchase.
9. The provision of the lower price or the inclusion of bonus product or service to a value which betters the lower price by Burbank will be the sole and exclusive compensation payable to you if you show Burbank did not meet our Best Price Guarantee.
10. Burbank's Best Price Guarantee may be terminated or amended at any time without notice.
11. Burbank's Best Price Guarantee is only available to you on the date we provide you with our quoted price or during the period seven (7) days after your date of purchase.
12. Burbank's Best Price Guarantee is subject to you complying with Burbank's usual terms and conditions of trade.

The information you provide to Burbank will only be used to provide the Best Price Guarantee to you or to discuss your claim, subject to Burbank's Privacy Policy's which can be found at www.burbank.com.au.

