

REI Compliance Check

Terms and Conditions

1. OFFER

1.1 During the Promotion Period, eligible purchasers will receive:

- (a) 30% off the standard price of an Initial REI Compliance Check;
- (b) a free cyber security assessment carried out by Harvey Norman Technology for Business when an Initial REI Compliance Check is purchased; and
- (c) a No Issue, No Cost Offer on Initial REI Compliance Checks only, subject to the terms below.

2. ELIGIBILITY AND RESTRICTIONS

2.1 This Offer is available only to:

- (a) Initial REI Compliance Checks;
- (b) businesses who are members of REINSW; and
- (c) member agencies who have not previously purchased this Offer, provided they purchase the Offer during the Promotion Period.

2.2 The Offer does not apply to:

- (a) Follow-up REI Compliance Checks;
- (b) Annual REI Compliance Checks;
- (c) additional services;
- (d) consulting or advisory services; or
- (e) any other REINSW product or service.

2.3 The Offer cannot be applied retrospectively to prior purchases, existing purchases made before the Promotion Period or to services that have already been completed.

- 2.4 The Offer is limited to one Initial REI Compliance Check per premises and business during the Offer Period.
- 2.5 The Offer is personal to the member agency who purchases it and is not transferable, exchangeable or redeemable for cash, credit or refund other than the Refund.
- 2.6 The Offer cannot be used in conjunction with any other discount, promotion, offer or package pricing, unless expressly agreed by REINSW.
- 2.7 The free cyber security assessment is provided as part of the promotion only, has no cash value and is not transferable or redeemable for cash.
- 2.8 REINSW may verify membership status and eligibility before applying the Offer or paying any Refund.
- 2.9 If membership is cancelled, suspended or found to be invalid before the relevant REI Compliance Check is completed, REINSW may, in its sole discretion, withdraw the Offer.

3. OFFER PERIOD

- 3.1 The Offer must be redeemed within 60 days of the date on which the agency purchases the REI Compliance Check. Following the conclusion of the Offer Period, the Offer is deemed to have automatically expired.

4. PAYMENT AND REGISTRATION

- 4.1 To redeem the Offer, the member agency must purchase the Initial REI Compliance Check via REINSW's website and quote or otherwise apply the relevant Offer details at the time of purchase.
- 4.2 The Initial REI Compliance Check must be paid for at the time required by REINSW.
- 4.3 The Refund does not remove the requirement to pay for the Initial REI Compliance Check before it is provided.
- 4.4 Despite the Terms and Conditions of the REI Compliance Check service, the registration form and all documents, information and other materials required by REINSW for the Initial REI Compliance Check must be submitted to REINSW within the Offer Period for the No Issue, No Fee Offer and any Refund to apply. For the avoidance of doubt, if the member agency does not submit the required registration form, documents, information or materials

within the Offer Period, REINSW may treat the No Issue, No Fee Offer as forfeited and the Refund will not be applicable.

5. AVAILABILITY, CANCELLATION AND CHANGES

- 5.1 All services are subject to availability, scheduling and REINSW's usual service requirements.
- 5.2 If the booking is cancelled after the Offer Period has expired, REINSW may determine, in its sole discretion, whether the discount remains available to a rescheduled booking.
- 5.3 REINSW reserves the right to change, extend or withdraw this Offer at any time without notice.
- 5.4 Any eligible purchase paid for before a change, extension or withdrawal takes effect will be honoured by REINSW, provided that REINSW may refuse, cancel or withdraw the Offer where it reasonably determines that the member agency was not eligible for the Offer, the Offer was obtained or applied in error or the Offer was used in a manner inconsistent with these Terms and Conditions.

6. REFUND

- 6.1 Subject to these Terms and Conditions, REINSW will refund the amount paid for the REI Compliance Check if, during the course of undertaking the REI Compliance Check, REINSW's compliance consultants do not identify a Non-Compliance of any kind.
- 6.2 For the avoidance of doubt, a Refund will only be payable where REINSW does not identify any Non-Compliance as part of the REI Compliance Check. The Refund does not apply merely because a member agency believes there is no Non-Compliance, or where a third party advises there is no Non-Compliance after the REI Compliance Check has been completed.
- 6.3 Any assessment as to whether a Non-Compliance has been identified, and whether a legislative Non-Compliance is of a kind that NSW Fair Trading could fine or penalise an agency for, will be determined by REINSW.
- 6.4 If the REI Compliance Check identifies a Non-Compliance, the Refund will not apply and the member agency will not be entitled to any refund under this Offer.
- 6.5 Clause 6.4 applies regardless of the nature, seriousness or consequence of the Non-Compliance identified. For the avoidance of doubt, a Non-

Compliance will prevent the Refund from applying even if the Non-Compliance is a minor, technical, administrative, procedural, document-based, capable of being corrected issue or has not resulted in any complaint, investigation, notice, fine, penalty or enforcement action.

6.6 Notwithstanding clause 6.4, the Refund does not apply where:

- (a) the member agency fails to provide complete, accurate and current documents or information requested by REINSW;
- (b) documents are submitted outside the required timeframe;
- (c) the member agency has altered, withheld or misrepresented information relevant to the REI Compliance Check;
- (d) the member agency fails to cooperate with REINSW's reasonable requests for information; or
- (e) REINSW reasonably suspects misuse, abuse or fraudulent activity in connection with the promotion.

6.7 The availability of the Refund is determined solely by REINSW's findings from the REI Compliance Check. It is not dependent on any actual, potential or anticipated finding, investigation or action by NSW Fair Trading or any other regulatory authority. It is also not dependent on whether any issue may give rise to a fine, penalty, notice, order or other enforcement action.

6.8 The Refund is capped at the amount actually paid to REINSW for the REI Compliance Check (after application of the 30% discount). No additional amount, reimbursement, credit, compensation or other benefit will be payable to the member agency under this Offer.

6.9 The Refund does not apply to any fee, cost, expense or amount paid for any other product or service.

7. NON-COMPLIANCES

7.1 A matter may be treated as a Non-Compliance even if it is preliminary, technical, administrative, procedural, document-based or capable of being corrected. For the avoidance of doubt, a matter does not need to have been identified, investigated or acted on by NSW Fair Trading or any other regulatory authority in order to constitute a Non-Compliance for the purposes of this Offer.

7.2 A Non-Compliance is not limited to a matter that has resulted in, may result in or is likely to result in a fine, penalty, warning, notice, direction, audit finding, disciplinary action or other regulatory or enforcement outcome.

7.3 A comment, finding, recommendation or request for correction made by REINSW may be treated as a Non-Compliance where REINSW considers that it identifies, reflects or arises from a compliance issue, gap, deficiency or area requiring correction.

8. REINSW DETERMINATION

8.1 REINSW will determine, for the purposes of this Offer, whether a Non-Compliance has been identified and whether the Refund applies.

8.2 REINSW is not required to determine whether a Non-Compliance would result in a fine, penalty or enforcement action. REINSW is also not required to estimate, calculate or compare the possible amount of any fine or penalty.

8.3 The availability of the Refund is assessed by reference to the findings of the REI Compliance Check and these Terms and Conditions, not by reference to the views or actions of the member agency, NSW Fair Trading or any other regulator.

9. MISUSE OF OFFER

9.1 REINSW reserves the right to refuse the promotion to any purchaser, agent, agency or business if misuse or fraudulent activity is suspected by REINSW.

9.2 REINSW may refuse, cancel, reverse or recover the discount or any Refund where REINSW reasonably considers that the Offer has been used contrary to these Terms and Conditions.

9.3 Without limiting clause 9.2, REINSW may refuse, cancel, reverse or recover the discount or any Refund where membership details are incorrect, the Offer has been transferred or misapplied, information provided to REINSW is false, incomplete or misleading or the member agency has attempted to avoid or conceal a Non-Compliance.

10. GENERAL

10.1 REINSW does not guarantee that the REI Compliance Check will identify every Non-Compliance.

10.2 Nothing in these Terms and Conditions guarantees that a member agency is compliant, that all possible compliance issues have been identified,

that NSW Fair Trading will not take action, or that any fine, penalty or enforcement outcome will or will not occur.

10.3 REINSW's standard terms and conditions for the REI Compliance Check service also apply to any REI Compliance Check purchased or redeemed under this Offer. To the extent that the standard terms and conditions for the REI Compliance Check service are inconsistent with these Terms and Conditions, the standard terms and conditions prevail to the extent of that inconsistency, except to the extent these Terms and Conditions expressly deal with the Offer or the Refund.

10.4 Participation in the Offer during the Offer Period constitutes acceptance of these Terms and Conditions.

11. DEFINITIONS

11.1 **Initial REI Compliance Check** means the Initial REI Compliance Check service offered by REINSW for the relevant member agency, premises and business.

11.2 **Non-Compliance** means any matter identified by REINSW in carrying out the Initial REI Compliance Check which, in REINSW's professional opinion, indicates or may indicate that the member agency, business, premises, documents, records, processes, systems or practices do not satisfy, or may not satisfy, the requirements, standards or expectations assessed as part of the Initial REI Compliance Check. This may include, without limitation, any issue, deficiency, error, omission, gap, breach, incomplete item, missing document, non-compliance with legislation or policy, missing disclosure, incorrect or incomplete record, process failure, inconsistency, compliance concern, required correction, recommended correction or other matter identified by REINSW as part of the Initial REI Compliance Check.

11.3 **No Issue, No Cost Offer** means the offer whereby if REINSW's compliance consultants do not identify a Non-Compliance in the member agency's submitted documents, REINSW will refund the amount paid for the Initial REI Compliance Check (after application of the 30% discount).

11.4 **Offer** means the offer described in clause 1.

11.5 **Offer Period** means the 60-day period described in clause 3.1.

11.6 **Promotion Period** means three (3) weeks from the commencement of the Offer, as extended or shortened at REINSW's absolute discretion.

11.7 **Refund** means the refund available under this Offer where REINSW determines, following completion of the Initial REI Compliance Check, that no Non-Compliance of any kind has been identified in the member agency's submitted documents. The Refund is limited to the amount actually paid to REINSW for the Initial REI Compliance Check after application of the discount under this Offer and excludes any other fee, cost, expense, credit, compensation, reimbursement or benefit.

11.8 **REINSW** means The Real Estate Institute of New South Wales Limited.

11.9 **Terms and Conditions** means these terms and conditions for the REI Compliance Check.

Dated: 27 May 2026