

## Terms and Conditions - Waratah Spring Promotion \$30,000 rebate

1. In these terms and conditions:

**contract of sale** means an unconditional contract of sale of real estate for the land in the standard form used by the land owner

**eligible lots** means the following lots at Waratah, Mickleham: [*lots 1001, 1003, 1004, 1005, 1006, 1008, 1009, 1012, 1021, 1022, 1023, 1024, 1026, 1027, 1028, 1029, 1034, 1036, 1037, 4, 7, 401, 402, 803, 949. This offer is not applicable to lot 1015.*]

**promotion period** means the period beginning at 9am (AEST) on 7 September 2019 and ending at 5pm (AEST) on 28 September 2019, or such later date notified by Villawood at <https://villawoodproperties.com.au/how-do-i-buy/special-offers/>.

**we** or **us** means Villawood Management Pty Ltd

**you** means the person or persons purchasing a property as described in these terms and conditions

2. This promotion applies to sales of eligible lots, provided that:

- (a) a contract of sale is signed during the promotion period;
- (b) a deposit of \$10,000 is paid upon signing of the contract of sale;
- (c) settlement (as defined in the contract of sale) occurs by 5pm (AEDT) on 13 December 2019; and
- (d) you elect to receive this offer instead of any other Villawood special offer.

3. Upon settlement, we will provide you with a rebate of \$30,000, to be applied at settlement as a reduction in the price payable by you. This rebate:

- (a) is personal to you and not assignable to any subsequent purchaser
- (b) is not available to you if you are in breach of the contract of sale or the terms of the rebate, including by:
  - (i) not paying the deposit on the day of signing the contract of sale; or
  - (ii) not completing the settlement on the due date under the contract of sale.

4. Only one \$30,000 rebate is payable per lot (regardless of the number of purchasers listed on the contract of sale).

5. This offer is not available in conjunction with any other Villawood special offer (including, without limitation, our Care Workers Support Program or Builder Deposit rebate). You must nominate to us at or before signing the contract of sale if you wish to receive this offer.

6. We reserve the right to change these terms and conditions from time to time, including without limitation to cancel or extend the promotion and/or to withdraw any lots for any reason. If this happens, we will notify you by posting new terms and conditions on our website at <https://villawoodproperties.com.au/how-do-i-buy/special-offers/>.

7. These terms and conditions are governed by and are to be construed in accordance with the laws of Victoria. You and we agree to the non-exclusive jurisdiction of the Courts of Victoria and waive any right to object to proceedings being brought in the Victorian Courts should any dispute arise.

8. If any part of these terms and conditions is found to be invalid by law, the rest of them remain valid and enforceable.

9. Please contact a Villawood Properties sales office if you require any further information.