

Downsize and Capitalise

Terms and Conditions

1. In these terms and conditions and all advertising material relating to the "Downsize and Capitalise" promotion (**Promotion**), **Villawood** means Villawood Management Pty Ltd unless the context indicates a contrary intention.
2. The Promotion commences at 9:00am (AEST) on 1 February 2024 and ends at 5:00pm (AEST) on 30 September 2024 or such later date notified by Villawood by providing at least fourteen days' notice on www.villawoodproperties.com (**Promotion Period**).
3. The Promotion applies to residential lots at Villawood residential developments in South Australia, Queensland and Victoria participating in the Promotion (**Villawood Communities**) excluding any lots specified in paragraph 9. For full details of the participating developments contact a Villawood Properties Sales Office. Without limitation, the Villawood Communities do not include the Villawood developments known as William Lakes, St Andrews, Oakden Rise, Aspire, Drew's Paddock, Estuary, Frawleys Paddock, Imagine, Maidens Green and Rhondda Park.
4. Subject to paragraphs 6 and 10, the Promotion is available to each person (**Purchaser**) who:
 - (a) during the Promotion Period enters into an unconditional contract of sale in the standard form used by the land owner (**Contract of Sale**), for the sale of a residential lot at a Villawood Community (**Lot**); and
 - (b) is considered by Villawood to be a downsizer.
5. Subject to paragraph 6, Purchasers will be entitled following settlement of the Contract of Sale to receive a once-only rebate of:
 - (a) if the purchase is for land only - \$10,000; or
 - (b) if the purchase is for one of Villawood's VillaRange products or any house & land package considered by Villawood Properties as being a "Medium Density" or "Townhouse" product - \$5,000,

which is to be applied at settlement under the Contract of Sale as a reduction in the purchase price payable by the Purchaser under the Contract of Sale.

Only one rebate is available for each Lot purchased irrespective of the number of Purchasers purchasing the Lot and no additional rebate can be claimed under any other Villawood promotion or support program.
6. In order for a Purchaser to be eligible to receive a rebate in accordance with paragraph 5:
 - (a) settlement under the Contract of Sale must occur at the time required under the terms of the Contract of Sale;
 - (b) the Purchaser must be a downsizer as determined by Villawood in its absolute discretion based on information provided by the Purchaser to Villawood; and
 - (c) the Purchaser, and any spouse or partner of the Purchaser, must not have previously claimed a rebate under the Promotion.
7. The Promotion is not available in conjunction with any other Villawood promotion or offer.
8. Villawood reserves the right to cancel, extend or make changes to the Promotion at any time.
9. Villawood reserves the right to withdraw any individual residential lots at a Villawood Community from the Promotion at any time. As at 3 May 2023 and until further notice, the Promotion does not apply to the sale of:

- (a) land only at Oakden Rise but includes VillaRange products; and
- (b) land only at St Andrews but includes VillaRange products; and
- (c) land lots within Stage 18 at Alamora.

10. Villawood will not be liable for any liability, loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of or in connection with the Promotion, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
12. These terms and conditions are governed by and are to be construed in accordance with the laws of Victoria.
13. If any part of these terms and conditions is found to be invalid by law, the rest of them remain valid and enforceable.