

First Home Buyers Bonus - South Australia and Victoria

Terms and Conditions

1. In these terms and conditions and all advertising material relating to the "First Home Buyers Bonus" (**Promotion**), **Villawood** means Villawood Management Pty Ltd.
2. The Promotion commences at 9:00am (AEDST) on 1 February 2024 and ends at 5:00pm (AEST) on 30 April 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 and Victoria participating in the Promotion (**Villawood Communities**) excluding any lots specified in paragraph 10. 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 Estuary and Aspire.
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 first home buyer.
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 Contract of Sale relates to the purchase of 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;
 - (b) if paragraph (a) does not apply and the Lot is located in Victoria - \$15,000; or
 - (c) if paragraph (a) does not apply and the Lot is located in South Australia - \$10,000,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 first home buyer as determined by Villawood in its absolute discretion based on information provided by the Purchaser to Villawood; and
 - (c) without limiting paragraph 6(b), the Purchaser (nor any spouse or partner of the Purchaser) may currently own, or previously have owned, a home or other residential property in Australia (including jointly with another person).
7. Purchasers who are eligible to receive a rebate in accordance with paragraph 5 and 6 may also be eligible for:
 - (a) the Victorian First Home Owner Grant (<https://www.sro.vic.gov.au/first-homeowner>); or

- (b) the South Australian First Home Owners Grant
(<https://www.revenuesa.sa.gov.au/first-home-owners-grant>),

(each a **FHOG**), which could allow them to receive a benefit from the Promotion and the FHOG of \$25,000 in total.

8. The Promotion is not available in conjunction with any other Villawood promotion or offer.
9. Villawood reserves the right to cancel, extend or make changes to the Promotion at any time.
10. Villawood reserves the right to withdraw any individual residential lots at a Villawood Community from the Promotion at any time. As at 5 April 2023 and until further notice, the Promotion does not apply to the sale of:
 - (a) land and Nostra townhomes at Rathdowne at lots in stage 9 numbered 932 to 940; and
 - (b) land and Nostra townhomes at Alamora at lots in stage 2 numbered 243 and 244.
11. 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 this Promotion (including any failure of a Purchaser to receive a FHOG), 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.