

VILLAWOOD PROPERTIES GREAT GIVE BACK ("PROMOTION")

TERMS AND CONDITIONS

The Promotion is for a limited time only (see Promotion Period at clause 1.2 below) and is subject to the terms and conditions outlined below, which are available on the Promotion website at www.villawoodproperties.com (**Promotion Website**). The Promotion only applies to the Eligible Lots (defined at clause 2.1 below). The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of any Villawood product, including the Eligible Lots. Potential purchasers should review any such contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

1. PROMOTION DETAILS

- 1.1 In these terms and conditions and any marketing materials and advertisements relating to the Promotion, **'Villawood'** means the promoter Villawood Management Pty Ltd and the relevant entity associated with or related to Villawood Management Pty Ltd which owns and is selling land within land within "Eucalee" located at 6605 Mt Lindesay Highway, Gleneagle QLD 4285 (**Eucalee**).
- 1.2 The Promotion commences at 9:00am on 1 December 2023 (AEST) and concludes at 5:00pm on 31 January 2024 AEST (**Promotion Period**). Villawood may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.3 The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at Villawood's absolute discretion at any time. Villawood will post any changes to the Promotion (including these terms and conditions) on the Promotion Website.

2. DEFINITIONS

- 2.1 In these terms and conditions:
 - (a) **'Builder'** means a builder who enters into a Construction Contract.
 - (b) **'Construction Contract'** means a contract entered into between an Eligible Buyer and a Builder for construction of a residential dwelling on an Eligible Lot purchased under an Eligible Contract.
 - (c) **'Contract of Sale'** means a contract of sale between the Eligible Buyer as the purchaser and Villawood as the vendor, for the purchase of an Eligible Lot.
 - (d) **'Disclosure Material'** means:
 - (i) the Property Occupations Form 8 Disclosure to prospective buyer for the Eligible Lot which has been issued and signed by Villawood's selling agent; and
 - (ii) if the Eligible Lot is not registered land, the disclosure statement with disclosure plan given by Villawood or Villawood's selling agent for the Eligible Lot,

properly signed by the Eligible Buyer.

- (e) **'Eligible Buyer'** means a natural person who:
 - (i) is a resident of Australia;
 - (ii) an individual (aged 18 years or over at the date of commencement of the Promotion);
 - (iii) enters into a Contract of Sale during the Promotion Period;
 - (iv) is not a sales agent, home builder (or an employee or sales representative of a home builder), or a financial planner; and
 - (v) is not an employee of Villawood or Villawood's related entities or associated businesses, contractors and any person working onsite at Eucalee (including builders).
- (a) **'Eligible Contract'** means an unconditional Contract for Sale (substantially in Villawood's standard form of contract) to purchase an Eligible Lot:
 - (i) for the List Price;
 - (ii) properly signed by the Eligible Buyer and any required guarantors; and
 - (iii) on terms otherwise acceptable to Villawood in its absolute discretion.
- (b) **'Eligible Lots'** means lots 121, 217, 301, 302, 307, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 330, 331, 332, 342, 343 and 344 at Eucalee.
- (c) **"FHOG"** means the First Home Owners' Grant in the amount of \$30,000.00 offered by the Queensland Government on the terms and conditions and subject to the eligibility criteria published by the Queensland Government.
- (d) **"Incentive Deed"** means a deed entered into between Villawood and a Builder in relation to the Promotion Discount on terms acceptable to Villawood in its sole discretion.
- (e) **'List Price'** means for each of the Eligible Lots, Villawood's list prices for those lots as published on the Promotion Website prior to the Promotion Period.
- (f) **'Promotion Discount'** means for all Eligible Lots, the payment of AUD\$15,000 to the Builder.
- (g) **'Settlement Date'** means the date for settlement of the Eligible Contract as stated or calculated in the Eligible Contract, with no extensions of the date for settlement unless otherwise agreed by Villawood.

3. ELIGIBILITY CRITERIA

3.1 To be eligible for the Promotion Discount, the buyer must:

- (a) be an Eligible Buyer;

- (b) by the end of the Promotion Period, deliver to Villawood (or its selling agent or solicitors) the Disclosure Material and an Eligible Contract, in full, by electronic delivery via Villawood's solicitor's Docusign system;
- (c) by the date clause 3.1(b) is satisfied, pay the deposit specified in the Eligible Contract to the deposit holder listed in the Eligible Contract; and
- (d) on the due date, effect settlement under the Eligible Contract,

and otherwise comply with these terms and conditions (**Eligibility Criteria**).

- 3.2 Eligible Buyers and buyers acknowledge and agree that any failure to comply with the Eligibility Criteria or these terms and conditions will make the buyer or Eligible Buyer ineligible for this Promotion. In the event of any dispute as to eligibility for the Promotion, eligibility will be determined by Villawood having regard to these terms and conditions, and Villawood's decision will be final and binding.

4. **PROMOTION DISCOUNT**

- 4.1 The Promotion Discount is to be applied as payment from Villawood to a Builder towards the Builder's construction costs for any Eligible Lot the subject of this Promotion.
- 4.2 The Promotion Discount is subject to and conditional upon:
- (a) The Eligible Buyer entering into a Construction Contract with a Builder in relation to the Eligible Lot;
 - (b) The Builder entering into an Incentive Deed with Villawood;
 - (c) the Builder commencing construction of a residential dwelling on the subject Eligible Lot pursuant to the Construction Contract within six months after the Settlement Date of the Eligible Contract; and
 - (d) the Builder completing construction of the residential dwelling on the subject Eligible Lot pursuant to the Construction Contract within eighteen months after the Settlement Date of the Eligible Contract.
- 4.3 The Promotion Discount is available:
- (a) once per Eligible Lot even if there is more than one Eligible Buyer for the Eligible Lot; and
 - (b) once per Eligible Buyer even if the Eligible Buyer purchases more than one Eligible Lot.

5. **FIRST HOME OWNERS' GRANT**

- 5.1 References to a benefit of \$45,000.00 in connection with this Promotion are references to the benefit comprising:
- (a) the Promotion Discount; and

- (b) the FHOG (see further information available at <https://www.qld.gov.au/housing/buying-owning-home/financial-help-concessions/qld-first-home-grant>).

5.2 Villawood makes no representation or guarantee as to any buyers or Eligible Buyers' eligibility for the FHOG. Buyers should make their own enquiries regarding eligibility for the FHOG.

6. **ELIGIBLE LOTS**

6.1 This Promotion only applies to the Eligible Lots. Subject to clauses 6.2 and 6.3, Villawood may vary the Eligible Lots at its sole discretion before or during the Promotion Period. Details of the Eligible Lots as varied from time to time will be posted on the Promotion Website.

6.2 Villawood reserves the right to:

- (a) withdraw any Eligible Lot from the Promotion provided that the relevant Eligible Lot has not become subject to a binding Eligible Contract during the Promotion Period; and
- (b) add any additional lots at Eucalee to become an Eligible Lot in the Promotion.

6.3 Subject to Villawood's right to withdraw any Eligible Lots from the Promotion, Eligible Lots which become subject to an Eligible Contract during the Promotion Period will be re-listed as Eligible Lots if the sale does not proceed during the Promotion Period.

7. **GENERAL**

7.1 The Promotion cannot be used in conjunction with any other promotion, offer, support program or the like relating to an Eligible Lot, unless agreed by Villawood in writing.

7.2 By delivering an Eligible Contract to purchase an Eligible Lot to Villawood (or its selling agent or solicitors) for the purposes of this Promotion, the buyer and Eligible Buyer are deemed to have accepted these terms and conditions.

7.3 Villawood, its agents, affiliates and representatives will not be liable for any lost, late or misdirected documentation in connection with the Promotion or if the Eligible Buyer or buyer is disqualified or ineligible to participate in the Promotion and receive the Promotion Discount for any reason.

7.4 The Promotion may be withdrawn at Villawood's discretion and these terms and conditions may be amended by Villawood at any time during the Promotion Period.

7.5 Failure by Villawood to enforce any of its rights under these terms and conditions or an Eligible Contract does not constitute a waiver of those rights.

7.6 If any of part of these terms and conditions is found to be invalid, illegal or unenforceable, the clause must, as far as possible, be read down to give it a valid operation of a partial character. If that is not possible, the clause will be severed and the remaining clauses must, as far as possible, not be affected or impaired by that.

7.7 Villawood will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion (except for any liability which cannot be excluded by law), nor for any restriction

of Villawood's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.

- 7.8 Nothing in these terms and conditions or any Eligible Contract limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or other consumer protection laws in Queensland which cannot be contracted out of (**Non-Excludable Guarantees**).
- 7.9 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Villawood (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 7.10 Villawood gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
- 7.11 This Promotion is governed by the laws in Queensland.

8. **PRIVACY**

- 8.1 Villawood's Privacy Officer can be contacted by email at villawood@villawoodproperties.com.
- 8.2 Villawood will collect personal information about potential buyers and Eligible Buyers so that it can administer dealings, provide services and deal with any requests by those potential buyers and Eligible Buyers. If Villawood does not collect this personal information, it may be unable to deal with requests or provide services and benefits to potential buyers and Eligible Buyers.
- 8.3 Potential buyers and Eligible Buyers acknowledge that Villawood may disclose their personal information to third parties, such as its related companies, representatives, contractors and agents in order to provide the benefit of this Promotion to them. Villawood is unlikely to disclose personal information to persons outside of Australia.
- 8.4 Villawood's Privacy Policy sets out its approach to the management of personal information and is available at <https://villawoodproperties.com.au/privacy-policy/>. Subject to the *Privacy Act 1998* (Cth), potential buyers and Eligible Buyers can have access to and seek correction of their personal information. The Privacy Policy contains information about how to do this and also about how complaints can be made about a breach of privacy.
- 8.5 The personal and other information that potential buyers and Eligible Buyers provide will be used by Villawood for the purpose of conducting the Promotion and to periodically keep potential buyers and Eligible Buyers informed about the goods and services provided by Villawood, related entities and its service providers. By entering this Promotion, potential buyers and Eligible Buyers consent to the use of their contact details for the purposes described in this clause. However, potential buyers and Eligible Buyers may opt out of receiving marketing information at any time by using the contact details provided in clause 8.1. For more information, see Villawood's Privacy Policy.