

Great Give Back Builder Campaign

Terms and Conditions

1. In these terms and conditions and all advertising material relating to the "**Great Give Back Builder Campaign**" promotion (**Promotion**):
 - (a) **Villawood** and **Villawood Properties** means Villawood Management Pty Ltd unless the context indicates a contrary intention; and
 - (b) **Participating Builders** means Carlisle Homes, Metricon, ABN Group (Boutique Homes and Homebuyers Centre), Simonds Homes, Arden Homes and Henley Homes.
2. The Promotion commences at 9:00 am (AEDT) on Monday, 19 February 2024 and ends at 5:00pm (AEST) on Sunday, 14 April 2024 or such later date notified by Villawood by providing at least fourteen days' notice on www.villawoodproperties.com unless sold out prior (**Promotion Period**).
3. The Promotion applies to a limited number of currently titled lots and lots that will be titled pre-30 June 2024, as determined by Villawood from time to time, at Villawood residential developments in Victoria participating in the Promotion, excluding any lots withdrawn in accordance with paragraph 14. The lots to which the Promotion applies are referred to as "**Lots**" in these terms and conditions. For full details of the Lots to which the Promotion applies at any time, please contact Villawood.
4. The Villawood residential developments in Victoria participating in the Promotion (**Participating Communities**) are the Villawood residential developments known as Alamora, Redstone, Armstrong, Coridale, Delaray, Rathdowne and Sherwood Grange. For the avoidance of doubt, the Promotion does not apply to the Villawood residential developments in Victoria known as Aspire (located in Fraser Rise) and Kimberley (located in Sunbury).
5. Subject to paragraphs 7, 8, 10 and 14, the Promotion is available to each person (**Purchaser**) who:
 - (a) during the Promotion Period enters into an unconditional contract of sale of real estate in the standard form used by the land owner, for the purchase of a Lot (**Land Contract**); and
 - (b) The purchaser of a Lot must enter into a contract with a Participating Builder for the construction of a dwelling at the Lot (**Building Contract**) and pay an initial deposit for the Building Contract with the Participating Builder by 30 April 2024.
6. Subject to paragraphs 7, 8, 10 and 14, each Purchaser will be entitled at settlement of their Land Contract to receive from Villawood a once-only rebate of \$20,000, which is to be applied at settlement under the Land Contract as a reduction in the purchase price payable by the Purchaser under the Land Contract.
7. Only one rebate is available from Villawood for each Lot purchased irrespective of the number of Purchasers purchasing the Lot and no additional discount or rebate can be claimed under any other Villawood promotion or support program.
8. In order for a Purchaser to be eligible to receive a rebate from Villawood in accordance with paragraph 6:
 - (a) deposits under the Land Contract must be paid by the Purchaser in the amounts, and at the times, required under the terms of the Land Contract;
 - (b) the Purchaser must contact Villawood prior to settlement of the Land Contract and provide Villawood with a full copy of the signed Building Contract;
 - (c) settlement under the Land Contract must occur at the time required under the terms of the Land Contract, which must be before 30 June 2024; and

- (d) the Purchaser, and any spouse or partner of the Purchaser, must not have previously claimed a rebate under the Promotion.
9. Purchasers who are eligible to receive a rebate in accordance with paragraph 6 may be eligible to receive, from the Participating Builder with whom they entered into the Building Contract, a discount off the amount payable by the Purchaser under the Building Contract. Villawood is not responsible for providing, paying or facilitating any such discount, which is a matter as between the Purchaser and the Participating Builder. Villawood makes no representation or guarantee as to any person's eligibility for any such discount, or that the Participating Builder will provide any such discount (regardless of whether the person complies with the Participating Builder's eligibility criteria, terms or conditions). Purchasers should contact the Participating Builder for more information.
 10. If, after entering into a Building Contract, a Purchaser elects not to complete the construction of a dwelling at the Lot under that Building Contract, the Purchaser will forfeit eligibility for a rebate from Villawood under paragraph 6 in connection with that Building Contract and must repay to Villawood any such rebate already received by the Purchaser from Villawood.
 11. Purchasers who are eligible to receive a rebate in accordance with paragraph 6 may also be eligible for the Victorian First Home Owner Grant (<https://www.sro.vic.gov.au/first-homeowner>) (the **FHOG**), which could allow them to receive a benefit from the Promotion and a benefit from the FHOG. Villawood makes no representation or guarantee as to any person's eligibility for the FHOG.
 12. The Promotion is not available in conjunction with any other Villawood promotion or offer.
 13. Villawood reserves the right to cancel, extend or make changes to the Promotion at any time.
 14. Villawood reserves the right to withdraw any individual lots from the Promotion at any time.
 15. 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).
 16. For the avoidance of doubt, nothing in these terms and conditions prevents Villawood from entering into an agreement with any person relating to a Lot which is different from these terms and conditions.
 17. These terms and conditions are governed by and are to be construed in accordance with the laws of the Victoria.
 18. If any part of these terms and conditions is found to be invalid by law, the rest of them remain valid and enforceable.