

The Great Give Back (South Australia and Victoria)

Terms and Conditions

1. In these terms and conditions and all advertising material relating to the "The Great Give Back" promotion (**Promotion**), **Villawood** and **Villawood Properties** means Villawood Management Pty Ltd unless the context indicates a contrary intention.
2. The Promotion commences at 9:00am (AEDT) on 1 December 2023 and ends at 5:00pm (AEDT) on 31 January 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 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 South Australia and Victoria participating in the Promotion (see paragraph 4) excluding:
 - (a) lots that are purchased as part of one of Villawood's VillaRange products;
 - (b) lots that are purchased as part of one of Villawood's house and land packages considered by Villawood to be a "Medium Density" or "Townhouse" product; and
 - (c) any lots withdrawn in accordance with paragraph 12.

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 South Australia and Victoria participating in the Promotion (**Participating Communities**) are the Villawood residential developments known as Alamora, Redstone, Sherwood Grange, Rathdowne, Coridale, Armstrong William Lakes, St Andrews and Oakden Rise. For the avoidance of doubt, the Promotion does not apply to lots in any Villawood residential development in Australia that is not listed in this paragraph.
5. Subject to paragraphs 7, 8 and 12, the Promotion is available to:
 - (a) in respect of each Participating Community other than Sherwood Grange, each person (each a **Purchaser** for the purposes of these terms and conditions) who 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 at that Participating Community (a **Contract of Sale** for the purposes of these terms and conditions); and
 - (b) in respect of Sherwood Grange, the first 10 persons (each a **Purchaser** for the purposes of these terms and conditions) who during the Promotion Period enters into an unconditional contract of sale of real estate for a Lot in the standard form used by the land owner, for the purchase of a Lot at Sherwood Grange (a **Contract of Sale** for the purposes of these terms and conditions).
6. Subject to paragraphs 7, 8 and 12, each Purchaser will be entitled following settlement of their Contract of Sale to receive a once-only rebate of:
 - (a) if the Lot is located in South Australia - \$15,000; and
 - (b) if the Lot is located in Victoria - \$30,000,

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.

7. Only one rebate is available 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 in accordance with paragraph 6:
 - (a) deposits under the Contract of Sale must be paid by the Purchaser in the amounts, and at the times, required under the terms of the Contract of Sale; and
 - (b) settlement under the Contract of Sale must occur at the time required under the terms of the Contract of Sale, which must be on or before 30 June 2024.
9. Purchasers who are eligible to receive a rebate in accordance with paragraph 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 a benefit from the FHOG. Villawood makes no representation or guarantee as to any person's eligibility for the FHOG. Purchaser's should make their own enquiries regarding eligibility for the FHOG.
10. The Promotion is not available in conjunction with any other Villawood promotion or offer.
11. Villawood reserves the right to cancel, extend or make changes to the Promotion at any time.
12. Villawood reserves the right to withdraw any individual lots at any Participating Community from the Promotion at any time.
13. 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).
14. These terms and conditions are governed by and are to be construed in accordance with the laws of the Victoria.
15. If any part of these terms and conditions is found to be invalid by law, the rest of them remain valid and enforceable.