

Villawood's Regional Builder Deposit Promotion

Terms and Conditions

- 1 In these terms and conditions and all advertising material relating to the "Villawood's Regional builder's deposit" promotion (**Promotion**), Villawood means Villawood Management Bendigo Pty Ltd.
- 2 The Promotion runs from 9am (AEST) on 9 July 2024 and ends at 5pm (AEST) on 9 October 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 **Titled** residential lots at participating Villawood residential estates (**Residential Estates**). The Residential Estates are the Villawood residential estates known as Imagine Estate (Stages 15, 16 and 17), Maidens Green, Frawleys Paddock, and Rhondda Park (but, for the avoidance of doubt, the Promotion does not apply to residential lots within the Alamora, Armstrong, Aspire, Coridale, Delaray, Drew's Paddock, Estuary, Kimberley, Rathdowne, Redstone, Sherwood Grange, and Williams Walk estates in Victoria, and the residential developments in South Australia and Queensland).
- 4 The nominated Builders at participating Villawood residential estates are:
 - o Imagine Estate and Frawleys Paddock: Metricon Homes, Sherridon Homes, JG King Homes, Hotondo Homes, Boutique Homes, Homebuyers Centre, GJ Gardner, Cavalier Homes, Lane Housing Co, Langdon Building, Simonds Homes, ABC Building Co, Metricon HomeSolution.
 - o Maidens Green: Metricon Homes, Hotondo Homes, Cavalier Homes, Dennis Family Homes and Paul Gray Builders.
 - o Rhondda Park: GJ Gardner.
- 5 Subject to paragraphs 8, 10 and 11, the Promotion is available to each person (**Purchaser**) who:
 - o during the Promotion Period:
 - enters into a contract (**Land Contract**) with a Villawood entity selling land at a Residential Estate for the sale of a Titled residential lot (**Lot**); and
 - signs Villawood's acknowledgement form that set outs the process for the Promotion; and
 - o within 120 days of the date of settlement under the Land Contract, enters into a contract (**Building Contract**) with a Builder for the construction of a dwelling on that Lot.
- 6 Subject to paragraph 8, 10 and 11, Purchasers will be entitled following settlement of the Land Contract to have Villawood (or a person or entity nominated by Villawood) pay to the participating Builder on the Purchaser's behalf a contribution towards the deposit payable under the Building

Contract, limited to a deposit of no more than 5% of the building contract price and up to a maximum amount of \$25,000 (inc GST). If the 5% deposit payable under a Building Contract equals an amount less than \$25,000, Villawood will pay (or procure to be paid) to the participating Builder the amount of the 5% as per the building contract price. If the 5% deposit exceeds \$25,000, Villawood will pay (or procure to be paid) \$25,000 to the participating Builder and the Purchaser will be obliged to pay to the participating Builder the amount of the deposit in excess of \$25,000.

- 7 For the avoidance of doubt, Purchasers will be required to pay the full deposit under the Land Contract.
- 8 In order for a Purchaser to receive the promotion's benefit, the Purchaser must:
 - o Provide Villawood with a copy of the executed Building Contract within 10 business days of entering into the Building Contract.
 - o Enter into a building contract within 120 days of settlement under the Land Contract.
- 9 The Promotion is not available in conjunction with any other Villawood promotion or offer.
- 10 Villawood reserves the right to cancel, extend or make changes to the Promotion at any time.
- 11 Villawood reserves the right to withdraw any individual residential lots at a Residential Estate from the Promotion at any time.
- 12 Villawood gives no warranties and makes no representations about any Builder's ability to enter into or perform a Building Contract, and the Purchaser accepts that they bear the risk of any Builder becoming insolvent prior to or during the construction of a dwelling at the Lot. The Purchaser agrees that they will not make any claim against Villawood regarding these matters.
- 13 If a Building Contract is cancelled for any reason, the Purchaser is not entitled to the refund of any amount paid (or procured to be paid) by Villawood to the Builder on the Purchaser's behalf pursuant to this Promotion. If any amounts are eligible for refund the amount paid is to be refunded to Villawood.
- 14 If a Purchaser pays any form of commitment fee or initial deposit to a Builder, the treatment of that payment is a matter between the Purchaser and the Builder only.
- 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 this Promotion or a Building Contract (including any failure by a Builder to enter into or perform a Building Contract), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

- 16 These terms and conditions are governed by and are to be construed in accordance with the laws of Victoria.
- 17 If any part of these terms and conditions is found to be invalid or unenforceable, it will not affect the enforceability or validity of any other term or condition.

As of 05/07/24