

Promotion: A Reduced Deposit on Townhomes at Hillstowe

Development: Hillstowe, Officer VIC 3809

Promotion Terms and Conditions

SCHEDULE to Terms and Conditions

Promotion	Reduced Deposit Promotion – Selected Lots in Stage 7
Promoter	AVID Property Group Nominees Pty Ltd (ACN 088 212 631) (AVID) of Level 5, 7 Macquarie Place, Sydney, NSW 2000
Development	Hillstowe – Princes Highway, Officer VIC 3809
Participants	Any buyer other than an AVID employee (Participant).
Participation – general	Each Participant is eligible to participate as: <ul style="list-style-type: none"> a. a single person Participant; b. a multiple person Participant; or c. an entity Participant.
Participation – residency restriction	For single person Participants, participation in the Promotion is only available to residents of Australia.
Participation – age restriction	For single person Participants, participation in the Promotion is only available to persons over 18 years of age.
Promotional Period	From: 9:00am AEST on 25 th January 2023 To: 5:00pm AEDT on 28 th February 2023
Promotion Period Exclusion	The Promotion does not apply where a holding deposit has been paid to AVID or a Contract has been signed by a Participant in respect of a Qualifying Property prior to 9.00am AEST 25 th January 2023
Eligibility to participate	The Promotion is available to each person (a Buyer) who: <ul style="list-style-type: none"> a. enters into a contract for the sale of land in respect of a Qualifying Property (Contract) during the Promotion Period; b. pays to AVID the deposit required under the Contract in accordance with the Contract terms and conditions; c. completes the signing of the Contract in accordance with its terms and conditions by no later than 5:00pm AEDT on the 28th February 2023; d. comply with the terms of such Contract at all times and without default; e. completes such Contract in accordance with its terms; f. not extend or delay, or attempt to extend or delay, settlement of such Contract; and g. the Selected Lot or Buyer is not entitled to any other Promotion applicable at the time of the Contract.

<p>Promotion</p>	<p>Subject to these Terms and Conditions, the Participant will be eligible to:</p> <ol style="list-style-type: none"> a. exchange with a deposit equal to 2.5% of the purchase price for the nominated Lot under the Contract entered into by that Buyer; and b. execute the Building Contract with 2.5% deposit payable on execution and the further 2.5% not payable until completion of the Contract, <p>(the Incentive).</p> <p>The Promotion does not apply to the extent the Participant of the Lot is eligible for another Promotion. The Promoter reserves the right to take into account whether the Participant is eligible or the Lot is subject to any other promotion when offering the Incentive applicable to the Contract.</p> <p>To the maximum extent permitted by law, AVID does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Incentive.</p>
<p>Qualification criteria</p>	<p>In order to receive the Incentive, the Participant must:</p> <ol style="list-style-type: none"> a. enter into a Contract in accordance with these Terms and Conditions and the terms and conditions of the Contract during the Promotional Period; b. enter into the Building Contract for the construction of the townhome in accordance with the Builder's terms and conditions; c. satisfy any other condition of eligibility to receive the Incentive as set out in the Contract or as otherwise specified by Promoter; and d. complete on the acquisition of the Qualifying Property pursuant to the Contract for the Qualifying Property in accordance with its terms, and by no later than the first settlement date specified in the Contract without any delays or extensions of time having been granted.
<p>Qualifying Property</p>	<p>The Promotion applies to the following lots for sale by the Promoter at Hillstowe (each a Qualifying Property):</p> <ul style="list-style-type: none"> • Residential land lots in Stage 7 – Lot 722, Lot 724, <p>unless already subject to contract.</p> <p>Incentive is applicable to the purchase price under the Contract.</p>

Are there limitations on the Incentive?

There is only one Incentive available for each Contract or nominated Lot. Where a Participant is a multiple person Participant, (that is, where more than one person is noted as the buyer or purchaser on the relevant contract of sale), the Incentive is applied to the Purchase Price and not payable to each individual purchaser; the Participant acknowledges and agrees that it is responsible for determining whether and how they share the benefit of the Incentive as applied.

Each Participant is not permitted to receive multiple Incentives during the Promotional Period.

Participants who:

- a. prior to the commencement of the Promotional Period, have an accepted or exchanged contract of sale for a residential lot within an AVID residential community; or
- b. during the Promotional Period, cancel or terminate such contract of sale,

are not eligible to receive the Incentive.

The Contract must not be subject to any other promotion at the time of the Contract. The deposit is not a rebate or a price reduction.

Each Participant is responsible for informing their lender (if any) about the deposit.

Terms and Conditions Section 1 – General

1. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
2. By participating in the Promotion, Participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Sections 1 to 6 of these terms and conditions the Schedule will prevail.
5. Any dispute in relation to the eligibility to participate in the Promotion or receive the Incentive will be determined by the Promoter in its absolute discretion. The Promoter's decision will be final and binding on the Participant.

Terms and Conditions Section 2 – Who can participate

6. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
7. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.

Terms and Conditions Section 3 – How to participate

8. To participate in the Promotion, each Participant must comply with the 'How to Participate' section of the Schedule.
9. A Participant will waive the right to receive the Incentive if the completion date of the acquisition of the Qualifying Property pursuant to the Contract is extended at the request of the Participant or is delayed as a result of the Participant's default, beyond the date specified in the Contract for completion.
10. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all Participants. The Promoter reserves the right to disqualify any Participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
11. The Promoter reserves the right, in its sole discretion, to disqualify any Participant who has:
 - a. provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
 - b. breached any of these terms and conditions; and/or
 - c. contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
12. The eligibility of Participants to receive an Incentive is solely within the discretion of the Promoter.
13. The Promoter accepts no responsibility for late, lost or misdirected communications.

14. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
15. If participation in the Promotion requires access to Facebook, Participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
16. If participation in the Promotion requires access to Instagram, Participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

Terms and Conditions Section 4 – Receiving the Incentive

17. Each eligible Participant that complies with these terms and conditions will receive the Incentive.
18. The eligibility of Participants to receive the Incentive is solely within the discretion of the Promoter.
19. The Promoter reserves the right to request each Participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
20. Each Participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each Participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
21. It is the responsibility of each Participant to notify the Promoter of any change to their contact details.
22. The Promoter may vary or withdraw and Qualifying Property from the Promotion or vary the Promotion Period. The Promoter may also with prior notice, make reasonable variations to the terms of the Promotion.
23. All information provided is subject to change without notice. Participants should make their own enquiries and satisfy themselves as to whether the information provided is current and correct and if appropriate, seek appropriate advice before entering any Contract.
24. A decision to purchase land, or to enter into a contract should only be made after obtaining appropriate legal and financial advice. You must make your own enquiries in relation to the land you have chosen before entering into a contract with us.

Terms and Conditions Section 5 –Limit on Liability

25. By entering into this Promotion, the Participant is indicating its agreement to be bound by these Terms and Conditions.
26. In consideration for the Promoter entering into a Contract with the Participant and offering an Incentive in accordance with this Promotion the Participant agrees to release and indemnify the Promoter and each of its officers, employees and agents in respect of all claims, liabilities, losses and causes of action whatsoever arising directly or indirectly out of or in connection with the Incentive.
27. To the maximum extent permitted by law, the Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement relating to the Promotion, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and, except for any liability which cannot be excluded by law, will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such Promotion, advertisement, publication or statement

Terms and Conditions Section 6 – Privacy

28. The Promoter will collect and use each Participant's personal information for the purposes of:
 - a. conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
 - b. providing information to the Participant about the products and services offered by the Promoter and its related companies; and
 - c. research to improve its products and services.
29. By participating in the Promotion, Participants consent to the use of their personal information as described in clause 28.
30. Any personal data relating to the Participant or any other entrants will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the AVID Privacy Policy. https://www.avid.com.au/privacy_policy/
31. Participants may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy https://www.avid.com.au/privacy_policy/
32. This is the current version of the promotion Terms and Conditions as of 11 January 2023.

For full terms and conditions on Land Contracts, please see www.avid.com.au/land-terms-conditions/