

## Promotion: Waterford - \$15,000 Rebate offer on Qualifying Property

### Development: Waterford Chisholm NSW 2322

#### Terms and Conditions

#### SCHEDULE to Terms and Conditions

<b>Promotion</b>	Registered Lots \$15,000.00 Rebate offer at Waterford – Selected Registered Lots in Stages 39 and 35 as listed in the qualifying properties below ( <b>Promotion</b> ).
<b>Promoter</b>	AVID Residential Estates Pty Ltd (ACN 054 228 929) (AVID) Level 5, 7 Macquarie Place, Sydney, NSW 2000
<b>Participants</b>	Any Buyer other than AVID employees and their immediate family members.
<b>Participation – general</b>	Each Participant is eligible to participate as: <ul style="list-style-type: none"> <li>a. a single person Participant;</li> <li>b. a multiple person Participant; or</li> <li>c. an entity Participant.</li> </ul>
<b>Participation – residency restriction</b>	For single person Participants, participation in the Promotion is only available to residents of Australia.
<b>Participation – age restriction</b>	For single person Participants, participation in the Promotion is only available to persons over 18 years of age
<b>Promotional Period</b>	<b>From:</b> 9:00am AEST on 23 March 2024 <b>To:</b> 5:00pm AEDT on 19 April 2024
<b>Promotion Period Exclusion</b>	The Promotion does not apply where a holding deposit has been paid to AVID or a Contract has been signed by a Buyer in respect of a Qualifying Property prior to 9.00am on AEST on 23 March 2024.
<b>Eligibility to participate</b>	The Promotion is available to each person (a <b>Buyer</b> ) who: <ul style="list-style-type: none"> <li>a. enters into a contract for the sale of land in respect of a Qualifying Property (<b>Contract</b>) during the Promotion Period;</li> <li>b. pays to AVID the deposit required under the Contract in accordance with the Contract; and</li> <li>c. completes the acquisition pursuant to the Contract in accordance with its terms and conditions by no later than the date specified as the date for settlement under the Contract.</li> </ul>

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<p><b>Promotion</b></p>	<p>Subject to these Terms and Conditions, each Buyer will be eligible for a \$15,000.00 (GST inclusive) rebate under each Contract entered into by that Buyer.</p> <p>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), then the Promotion will be offered jointly to all such persons.</p>
<p><b>Qualification criteria</b></p>	<p>In order to receive the Promotion, the Buyer must:</p> <ul style="list-style-type: none"> <li>a. enter into a Contract in accordance with these Terms and Conditions and the terms and conditions of the Contract;</li> <li>b. satisfy any other condition of eligibility to receive the Promotion as set out in the Contract or as otherwise specified by Promoter; and</li> <li>c. complete on the acquisition of the Qualifying Property pursuant to the Contract in accordance with its terms.</li> </ul> <p>A Buyer will waive the right to receive the Promotion if the completion date of the acquisition of the Qualifying Property pursuant to the Contract is extended at the request of the Buyer or is delayed as a result of the Buyer's default.</p> <p>Participants who:</p> <ul style="list-style-type: none"> <li>a. as at the start of the Promotional Period, have an accepted or exchanged contract of sale for a residential lot within Waterford participating in the Promotion; and</li> <li>b. during the Promotional Period, cancel or terminate such contract of sale,</li> </ul> <p>are not eligible to receive the Promotion.</p> <p>The Buyer is responsible for disclosing the Promotion to its financier.</p>
<p><b>How to participate</b></p>	<p>The Promotion is available to each person (a <b>Buyer</b>) who:</p> <ul style="list-style-type: none"> <li>a. enters into a contract for the sale of land in respect of a Qualifying Property (<b>Contract</b>) during the Promotion Period; and</li> <li>b. pays to AVID the deposit required under the Contract in accordance with the Contract; and</li> <li>c. completes the acquisition pursuant to the Contract in accordance with its terms and conditions.</li> </ul>

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<p><b>Qualifying Property</b></p>	<p>The Promotion applies to the following lots for sale by AVID at Waterford estate (each a <b>Qualifying Property</b>):</p> <ul style="list-style-type: none"> <li>the following registered Residential land lots in these stages:</li> </ul> <table border="1" data-bbox="724 703 1453 1016"> <thead> <tr> <th>Stage</th> <th>Lot(s)</th> </tr> </thead> <tbody> <tr> <td>31</td> <td>3190</td> </tr> <tr> <td>35</td> <td>3541 3548</td> </tr> <tr> <td>39</td> <td>3912 3921 3940 3942 3948</td> </tr> <tr> <td>40</td> <td>4018</td> </tr> <tr> <td>41</td> <td>4121</td> </tr> <tr> <td>62</td> <td>6207 6209 6218 6223 6236 6241 6248 6249 6252</td> </tr> </tbody> </table> <p>unless already subject to contract.</p> <p>Applicable to the most recent advertised land price before application of the Promotion.</p>	Stage	Lot(s)	31	3190	35	3541 3548	39	3912 3921 3940 3942 3948	40	4018	41	4121	62	6207 6209 6218 6223 6236 6241 6248 6249 6252
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<p><b>Are there limitation on the Promotion?</b></p>	<p>There is only one Promotion available for each Contract. Where a Participant is a multiple person Participant, (that is, where more than one person is noted as the Buyer on the relevant contract of sale), then the Promotion will be offered jointly to all such persons.</p> <p>Participants who:</p> <ol style="list-style-type: none"> <li>as at the start of the Promotional Period, have an accepted or exchanged contract of sale for a residential lot within an AVID residential community participating in the Promotion; and</li> <li>during the Promotional Period, cancel or terminate such contract of sale,</li> </ol> <p>are not eligible to receive the Promotion.</p>														
<p><b>Collection of Promotion</b></p>	<p>The Promotion will apply as a rebate to the purchase price payable by the Participant to the Promoter under the relevant contract of sale and set-off against the purchase price as an adjustment in favour of the Participant, as Buyer, at settlement of the relevant Contract.</p> <p>The rebate is not a price reduction.</p>														

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#### **Terms and Conditions Section 1 – General**

1. Information on how to participate in the Promotion above 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 7 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 Promotion will be determined by the Promoter in its absolute discretion. The Promoters 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 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.
8. A Participant will waive the right to receive the Promotion 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.

#### **Terms and Conditions Section 3 – How to participate**

9. To participate in the Promotion, each Participant must comply with the 'How to Participate' section of the Schedule.
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.

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12. The eligibility of Participants to receive the Promotion 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 – Incentives**

17. The Promotion is not transferrable, exchangeable or redeemable for cash.
18. If the Promotion is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute a promotion with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
19. Once the incentive has left the Promoter's premises, the Promoter takes no responsibility for the incentive being damaged, lost or stolen.
20. All taxes (excluding GST, if any) which may be payable as a consequence of receiving the Promotion or an incentive are the sole responsibility of each Participant.
21. The Participant's use of the Promotion is entirely at their own risk. Before the Promotion is provided, the receiver of the Promotion may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Promotion.
22. The Buyer may not deduct or set off the value of the Promotion from any moneys or debts payable to the Promoter, other than as permitted in these Terms and Conditions. The

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Promotion is not transferrable or exchangeable and, subject to the terms and conditions may not be issued or taken as cash.

23. Any taxes, duties, levies or similar charges payable in relation to the receipt of the Promotion are assigned to and are the responsibility of the Buyer.

#### **Terms and Conditions Section 5 – Receiving the Incentive**

24. Each eligible Participant during the Promotional Period will receive the Promotion.
25. The eligibility of Participants to receive the Promotion is solely within the discretion of the Promoter.
26. It is the responsibility of each Participant to comply with the Promoter's instructions on how to collect the Promotion Incentive as outlined in the "Collection of Promotion" section of the Schedule.
27. 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.
28. 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.
29. It is the responsibility of each Participant to notify the Promoter of any change to their contact details.
30. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any Participant or other person, subject to applicable laws. These changes may include varying or withdrawing any Qualifying Property from the Promotion or varying the Promotion Period.
31. 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.

#### **Terms and Conditions Section 6 – Limit on Liability**

32. Any Promotion supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promotion may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then the Participant will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Promotion except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

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33. By entering into this Promotion, the Participant is indicating his or her agreement to be bound by these Terms and Conditions.
34. In consideration for the Promoter entering into a Contract with the Participant and offering the 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 and any purchase made pursuant to it.
35. 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 7 – Privacy**

36. 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.
37. By participating in the Promotion, Participants consent to the use of their personal information as described in clause 36.
38. 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/](https://www.avid.com.au/privacy_policy/)

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/](https://www.avid.com.au/privacy_policy/)
39. This is the current version of the promotion Terms and Conditions as of **8 March 2024** and supersedes all early versions of these Terms and Conditions.

**For full terms and conditions on Land Contracts, please see [www.avid.com.au/land-terms-conditions/](http://www.avid.com.au/land-terms-conditions/)**