

\$20,000 REBATE TERMS AND CONDITIONS

1. By participating in the AVJennings St Clair \$20,000 Rebate Promotion ("Offer"), the Purchaser accepts these Terms and Conditions.
2. In these Terms and Conditions
 - a) "AVJennings" means: AVJennings Properties Ltd of Level 2, 18 Dequetteville Terrace, Kent Town 5001, ABN 50 004 601 503
 - b) "Contract" means a contract for the sale of land issued by AVJennings, as vendor with respect to the sale of a Preselected Property to a Purchaser.
 - c) "Preselected Properties" means Land Lots 712, 713, 714, 730, 731, 733, 735, 736, 737, 740, 741 and Built Form Lots 115, 117, 119, 120, 121, 122 at AVJennings' St Clair project (excludes all other Built Form and Land Only sales).
 - d) "Built Form" means a lot upon which is constructed an attached, semi attached or free-standing home other than the lots specifically referred to in paragraph 2(c).
 - e) "Land Only" means an unregistered or registered land allotment sold by the vendor without Built Form.
 - f) "Purchaser" means: the person or persons purchasing a Preselected Property.
 - g) "Vendor" means AVJennings as vendor under a Contract.
3. The Offer commences 10am Saturday 28 April 2018 and concludes at 5pm Thursday 31 May 2018, unless all Preselected Properties are sold prior and subject to the Offer not being withdrawn earlier in accordance with these Terms and Conditions. ["Offer Period "].
4. The Offer is available on any of the Preselected Properties which are available for sale during the Offer Period and purchased from an AVJennings Sales and Information Centre or an authorised AVJennings Sales Consultant or Representative.
5. Employees of AVJennings and their immediate families and their associated companies are eligible to take up the Offer.
6. The Offer entitles the Purchaser to receive the St Clair \$20,000 rebate at settlement of the Contract.
7. This Offer cannot be accepted in conjunction with any other offer.

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8. To be eligible to receive the Offer, the Purchaser must comply strictly with the following purchasing procedures:
 - a) Unconditionally exchange the Contract no later than 31 May 2018; and
 - b) Complete the Contract strictly in accordance with the terms of the Contract and no later than 29 June 2018 unless otherwise agreed in writing by the Vendor in its absolute discretion.
9. The Purchaser is responsible for:
 - a) Stamp duties payable on purchase of the Preselected Property and in connection with any mortgage;
 - b) Any and all legal costs payable by the Purchaser in connection with the purchase of the Product;
 - c) Loan Mortgage Insurance (if applicable); and
 - d) all other ancillary costs or the completion of any other documentation that is not stipulated in these Terms and Conditions.
10. The Offer is subject to any other terms and conditions as set out in the Contract for sale of the Preselected Property. In the event of any inconsistency between the terms of the Contract and these Terms and Conditions, the terms set out in the Contract will prevail to the extent of the inconsistency except for the conditions contained in Clause 8, in which case these Terms and Conditions prevail.
11. AVJennings reserves the right, prior to acceptance to:
 - a) Suspend, terminate, withdraw or modify this Offer and the Terms and Conditions; and/or
 - b) Withdraw any Preselected Property from this Offer.
12. The Purchaser releases, and discharges, AVJennings if it elects to exercise its rights under clause 11 above.
13. To the full extent permitted by law, AVJennings and its related companies exclude all liability however so arising (including all liability arising from negligence on the part of AVJennings and its related companies or their officers, employees, or agents) for any loss or damage whether direct, indirect, special or consequential or for personal injury which is suffered or sustained, by any individual or the Purchaser, arising in any way out of or in connection with the Offer, including but not limited to:

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- a) not being able to take up the Offer because none of the Preselected Properties are available;
 - b) not being able to take up this Offer as a result of loan application refusal;
 - c) any increase in interest rates if the Purchaser is obtaining finance; and/or
 - d) As a result of AVJennings relying on any of their rights under these Terms and Conditions.
14. AVJennings will need to collect personal information for the purpose of conducting the Offer and may need to disclose the personal information to third parties. If the Purchaser or individual does not provide the requested personal information, then they cannot participate in the Offer. To access, update or correct any personal information contact AVJennings on 131 878.
15. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.

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Special Condition for St Clair \$20,000 Rebate Promotion Only

Vendor Promotion

1. The Vendor conditionally offers and the Purchaser accepts the St Clair \$20,000 rebate offer in accordance with the Terms and Conditions of the "St Clair \$20,000 Rebate Promotion" attached hereto as annexure..... ("The Promotion").
2. The offer is conditional on:
 - a) Contracts exchanging within the promotion period commencing 10am Saturday 28 April 2018 and concluding at 5pm Thursday 31 May 2018 (the "Offer Period").
 - b) Pay the balance of 10% deposit at the end of the Cooling Off Period and no later than 31 May 2018.
 - c) Completion strictly in accordance with the Contract and no later than 29 June 2018.
3. For the purposes of this Contract, the \$20,000 Rebate is applied at settlement.
4. The Purchaser acknowledges that time shall be of the essence in all respects in relation to this clause.