

## Up to \$25K Rebate Terms and Conditions.

1. By participating in the AVJennings Lyndarum North “up to \$25K Rebate” (“Offer”), the Purchaser accepts these Terms and Conditions.
2. In these Terms and Conditions
  - a) “AVJennings” means: Greenwells Wollert Pty Ltd ACN 128 803 092 of Level 4, 108 Power Street, Hawthorn Vic 3122 as vendor under a Contract.
  - b) “Contract” means a contract for the sale of land issued by AVJennings as vendor with respect to the sale of a Land Lot to a Purchaser.
  - c) “Land Lot” means any of the Stage 10A individual land lots on the stock list during the Offer Period at Lyndarum North Estate, excluding all superlots.
  - d) “Purchaser” means: the person or persons who have entered into a Contract to purchase a Land Lot.
  - e) “Essential Worker means” any worker who is an individual (not a company or business) working as a:
    - i. Healthcare worker,
    - ii. Emergency service worker,
    - iii. Medicare and Centrelink workers,
    - iv. Public servants, postal (including post office) and utility service workers,
    - v. Teacher, education and childcare workers,
    - vi. Media and news journalists,
    - vii. Supermarket, grocery, butcher workers
    - viii. Convenience store workers,
    - ix. Petrol station workers,
    - x. Pharmacy workers,
    - xi. Bank workers,
    - xii. Freight, logistic, taxi and delivery workers,
    - xiii. Trade persons and
    - xiv. Such other occupation as the Vendor may accept as an essential service.
  - f) “Cooling Off Period” means 3 clear business days from the date the purchaser signs the Contract
  - g) “Deposit” means 10% of the purchase price (GST inclusive) to be paid by the Purchaser by bank cheque or direct deposit to the Vendor’s solicitor’s trust account on or before the time of signing the contract.
  - h) “Up to \$25K Rebate” means an amount of up to maximum \$25,000 to be applied at settlement of a Contract with the actual amount determined in accordance with Clause 5.
  - i) “Vendor” means Greenwells Wollert Pty Ltd as vendor under a Contract.

3. The Offer commences 10am Saturday 19 September 2020 and concludes at 5pm Monday 30 November 2020, unless all Land Lots are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions. (“Offer Period”).
4. The Offer is available on all Stage 10A Land Lots which are available for sale during the Offer Period and purchased through an authorised AVJennings Real Estate (Vic) Pty Ltd Sales Consultant.
5. The Offer entitles the Purchaser to receive a Rebate of up to maximum \$25,000 at settlement of the Contract. The actual amount of the rebate will be determined as per the Schedule to these terms and conditions.
6. This Offer cannot be accepted in conjunction with any other offer (including landscaping packages) or promotion conducted by AVJennings.
7. To be eligible to receive the Offer, the Purchaser must comply strictly with the following purchasing procedures:
  - a) During the Offer Period, purchase a land lot by paying an initial \$2000 deposit and signing a Contract within 7 business days.
  - b) Paying the balance of 10% Deposit by bank transfer to the Vendor’s solicitor’s trust account or by bank cheque at the time of signing the Contract;
  - c) Exchange the Contract no later than 5pm 30 November 2020; and
  - d) Complete the Contract strictly in accordance with the terms of the Contract
8. The Purchaser is responsible for:
  - a) Stamp duties payable on purchase of 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 Preselected Property;
  - c) Loan Mortgage Insurance (if applicable);
  - d) Disclosing the rebate to any relevant mortgagee; and
  - e) Any and all other ancillary costs or the completion of any other documentation that is not stipulated in these Terms and Conditions.
9. The Offer is subject to any other terms and conditions as set out in the Contract for sale of the Land Lot. In the event of any inconsistency between the 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 7, in which case these Terms and Conditions prevail.
10. 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, only prior to an exchange of contracts;
11. The Purchaser releases, and discharges, AVJennings if it elects to exercise its rights under clause 10 above.
12. 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:
- 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.
13. 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.
14. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.