

## National Land Campaign Up to \$20k Rebate Terms and Conditions.

1. By participating in the AVJennings “Up to \$20k Rebate” (“Offer”), the Purchaser accepts these Terms and Conditions.
2. In these Terms and Conditions
  - a) “AVJennings” means:
    - i. AVJennings Properties Limited 294 St Clair Avenue, St Clair, South Australia, 5011, ABN 50 004 601 503 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) “Preselected Land Lots” means those individual allotments listed below available for sale, during the (“Offer Period”):
    - ii. AVJennings’ Riverhaven Estate project at Goolwa North, South Australia
      - o Lot 46
    - iii. AVJennings’ Pathways Estate project at Murray Bridge, South Australia
      - o Lot 165
  - d) “Purchaser” means: the person or persons who have entered into a Contract to purchase a Preselected Land Lot.
  - e) “Deposit” means 10% of the purchase price (GST inclusive) to be paid by the Purchaser by bank cheque, cash or direct deposit within 7 days of the Finance Approval condition being satisfied.
  - f) “Up to \$20k Rebate” means an amount of up to \$20,000 to be applied at settlement of a Contract.
  - g) “Vendor” means AVJennings Properties Limited as vendor under a Contract.
3. The Offer commences **10am Thursday 24 August 2023** and concludes at **5pm Tuesday 31 October 2023**, unless all Preselected Land Lots are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions.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 Preselected Land Lots (referred to in Clause 2c) which are available for sale during the Offer Period and purchased from an AVJennings Sales and Information Centre or through an authorised AVJennings Sales Consultant or representative.
5. The Offer entitles the Purchaser to receive a Rebate of up to \$20,000 at settlement of the Contract.

6. This Offer cannot be accepted in conjunction with any other offer or promotion conducted by AVJennings or any subsidiary of AVJennings Limited ACN 004 327 771.
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 Preselected Land Lot by paying a \$5,000 initial deposit and signing a Contract;
  - b) Paying the balance of 10% Deposit by bank transfer to the Vendor's solicitor's trust account
  - c) Exchange the Contract no later than 5pm 31 October 2023;
  - d) Settle on the Preselected Land Lot on or before 31 December 2023; and
  - e) 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 a Preselected Land Lot and in connection with any mortgage;
  - b) Any and all legal costs payable by the Purchaser in connection with the purchase of the Preselected Land Lot;
  - 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 Land Lot 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 Land Lots 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.