

## 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 of Level 4, 108 Power Street, Hawthorn, Victoria, 3122, 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) “Land Lots” means those individual allotments listed below available for sale at Aspect, Mernda, during the (“Offer Period”):

Lot No.	Release	Lot Area	Promo Amount
315	3A	383	\$ 20,000
335	3A	519	\$ 15,000
311	3B	377	\$ 15,000
312	3B	454	\$ 15,000
314	3B	350	\$ 15,000
318	3B	383	\$ 20,000
324	3B	345	\$ 20,000
325	3B	316	\$ 20,000
338	3B	394	\$ 20,000
301	3C	346	\$ 20,000
302	3C	294	\$ 15,000
303	3C	350	\$ 15,000
304	3C	294	\$ 15,000
305	3C	294	\$ 15,000
306	3C	359	\$ 15,000
307	3C	350	\$ 20,000
309	3C	350	\$ 15,000
339	3C	388	\$ 20,000
341	3C	363	\$ 20,000
401	4A	392	\$ 15,000
402	4A	483	\$ 20,000
403	4A	356	\$ 15,000
404	4A	410	\$ 15,000
405	4A	436	\$ 15,000
406	4A	490	\$ 20,000
407	4A	827	\$ 20,000

408	4A	388	\$ 15,000
412	4A	679	\$ 20,000
413	4A	535	\$ 15,000
414	4A	559	\$ 20,000
418	4A	367	\$ 15,000
422	4A	510	\$ 20,000
423	4A	504	\$ 15,000
424	4A	600	\$ 20,000

- (i) “Purchaser” means: the person or persons who have entered into a Contract to purchase a Land Lot.
  - (ii) “Cooling Off Period” means 3 clear business days from the date the purchaser signs the Contract
  - (iii) “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.
  - (iv) “Up to \$20k Rebate” means an amount of up to \$20,000 to be applied at settlement of a Contract with the actual amount being that set out in the Table against the relevant Land Lot in paragraph 2(c).
  - (v) “Vendor” means AVJennings Properties Limited as vendor under a Contract.
3. The Offer commences **10am Thursday 24 August 2023** and concludes at **5pm Thursday 29 February 2024**, unless all Land Lots are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions.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 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 with the actual amount being determined in accordance with the Table in paragraph 2(c).
  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 Land Lot by paying an initial \$2,000 deposit and signing a Contract within 5 business days.

- 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 29 February 2024;
  - d) Settle on the Land Lot on or before 5pm 18 April 2024; 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 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 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 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 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.