

Promotion: Waterford - \$15K Builder Discount offer on Qualifying Property Development: Waterford, Chisholm NSW 2322

Promotion Terms and Conditions

SCHEDULE to Terms and Conditions

Promotion	<p>Registered Lots \$15,000 Builder Discount Offer at Waterford</p> <p>Buyers (Participants) who:</p> <ul style="list-style-type: none"> - purchase land of selected Registered Lots in Stages 39 and 35 as listed below (Qualifying Properties) below from the Promoter; and - who also execute a building contract to build on the land with a registered and licensed builder participating in the Waterford Display Village (Participating Builder) (Promotion). <p>Participants must meet all requirements in these terms and conditions to be entitled to receive \$15,000 from the Participating Builder (including GST) (Builder Discount Offer).</p>
Promoter	<p>AVID Residential Estates Pty Ltd (ACN 054 228 929) (AVID) Level 5, 7 Macquarie Place, Sydney, NSW 2000</p>
Development	<p>“Waterford”, Chisholm NSW 2322</p>
Participating Builder	<p>The Participating Builder must be the entity of a registered and licensed builder who is a formal participant in the Waterford Display Village, being more particularly one of the following builders:</p> <ol style="list-style-type: none"> a. McDonald Jones Homes; b. Eden Brae Homes; c. Clarendon Homes; d. Metricon Homes; e. Mojo Homes; f. Domaine Homes; g. Masterton Homes; h. Candor Homes; i. Burbank; j. Hunter Homes; and k. Bellriver Homes, <p>who has also entered into a “House and Land Promotion Agreement” with the Promoter in respect of a Qualifying Property for the payment of the Builder Discount offer.</p>
Participant	<p>A buyer or buyers who satisfies the Eligibility Criteria may be an eligible Participant.</p>
Contract	<p>Means the contract for sale of land for the purchase of a Qualifying Property entered into between the Promoter (as Seller) and the Participant (as Buyer).</p>

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Building Contract	Means the contract for the construction of a single detached residential dwelling at the Qualifying Property entered into between the Participant (as Buyer) and Participating Builder.
Participation – general	Each Participant is eligible to participate as either one of the following: <ul style="list-style-type: none"> a. a single person participant; b. a multiple person participant; or c. an entity participant.
Participation – residency restriction	Participation in the Promotion is only available to residents of Australia.
Participation – age restriction	Participation in the Promotion is only available to persons over 18 years of age.
Promotional Period	From: 9:00am AEST on 23 March 2024 To: 5:00pm AEDT on 19 April 2024
Promotion Period Exclusion	The Promotion does not apply where a holding deposit or expression of interest deposit has been paid to AVID or a Contract has been signed by a Participant in respect of a Qualifying Property prior to 9.00am AEST on 23 March 2024.
Eligibility Criteria	<p>The Participant's eligibility to receive Builder Discount Offer is subject to:</p> <ul style="list-style-type: none"> a. the Participant entering into the Contract during the Promotion Period; b. the Participant satisfying all conditions under the Contract, in accordance with the terms and conditions of the Contract; c. the Participant settling the Contract, in accordance with its terms and conditions by no later than the date specified as the date for settlement under the Contract; d. the Participant entering into a Building Contract with the Participating Builder between 23 March 2024 and 23 September 2024 (inclusive) (Building Contract Signing Period); e. the Participant satisfying all conditions under the Building Contract, in accordance with the terms and conditions of the Building Contract; and f. the Participant paying and providing evidence of payment of the 5% deposit payable under the Building Contract. <p>The Promoter reserves the right, in its absolute discretion, to:</p> <ul style="list-style-type: none"> a. take all necessary steps to verify the validity of a Participant; and b. verify the eligibility of a Participating Builder. <p>A Participant will not receive the Builder Discount Offer if settlement under the Contract is extended beyond the date specified as the</p>

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	date for settlement under the Contract at the request of the Participant or is delayed as a result of the Participant's default.														
Builder Discount Offer	<p>The Builder Discount Offer will be payable by the Promoter to Participating Builder in accordance with the House and Land Promotion Agreement between the Promoter and Participating Builder, who will pass on the discount to the Participant.</p> <p>Subject to the Eligibility Criteria and these Terms and Conditions, the Participant will be eligible to receive one (1) Builder Discount Offer of \$15,000 including GST as a reduction to the contract sum under the Building Contract], pursuant to the House and Land Promotion Agreement. By participating in this Promotion, the Participant acknowledges that the Promoter is under no obligation to pay the Builder Discount Offer directly to the Participant.</p> <p>For avoidance of doubt:</p> <ul style="list-style-type: none"> ○ the Participant will not be eligible to receive the Builder Discount Offer if the Contract does not settle within the time specified in the Contract for any reason whatsoever; and ○ any Builder Discount Offer shall only be payable to the Participating Builder and shall not be payable to the Participant directly. <p>For information on the restrictions and limitations of the Builder Discount Offer, please see the section “Are there any restrictions or limitations on the Builder Discount Offer” below.</p>														
How to participate	Subject to meeting the Eligibility Criteria, in order to participate in the Promotion the Participant must provide evidence to the satisfaction of the Promoter of satisfaction of the eligibility criteria.														
Qualifying Property	<p>The Promotion applies to the following registered Residential land lots for sale by the Promoter at Waterford estate (each a Qualifying Property):</p> <table border="1" data-bbox="641 1749 1452 2031"> <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>	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>unless already subject to contract.</p> <p>Applicable to the most recent advertised land price before application of the promotion.</p>
<p>Are there any restrictions or limitations on the Builder Discount Offer?</p>	<p>There is only one Builder Discount Offer available for each Contract and Building Contract for a Qualifying Property irrespective of:</p> <ul style="list-style-type: none"> a. the number of Participants claiming eligibility; b. the number of Participants purchasing any particular lot of the Qualifying Property under that Contract; or c. the number of Qualifying Property lots being purchased in the Contract.
<p>Collection of Builder Discount Offer</p>	<p>Eligible Participants will receive their confirmation of initial eligibility via email address provided at time of signing the Contract and the Builder Discount Offer will be payable to the Participating Builder by the Promoter in accordance with the House and Land Promotion Agreement within 60 days of the later of:</p> <ul style="list-style-type: none"> a. settlement of the Contract in accordance with its terms and conditions by no later than the date specified as the date for settlement under the Contract; and b. the Participating Builder providing the Promoter with evidence of: <ul style="list-style-type: none"> (i) execution of the Building Contract, noting a deduction within the contract sum, equal to the amount of the Builder Discount Offer, during the Building Contract Signing Period; and (ii) payment of the 5% deposit pursuant to the Building Contract; and <p>The Participating Builder will reflect the benefit of the Builder Discount Offer as a reduction to the contract sum under the Building Contract. By participating in this Promotion, the Participant acknowledges that the Promoter is under no obligation to pay the Builder Discount Offer directly to the Participant.</p> <p>If for any reason the Promoter is unable to contact the Participant or the Participating Builder, or either fails to provide any details necessary to effect payment of the Builder Discount Offer within 90 days of the Participant having full eligibility confirmed, then the Builder Discount Offer will be forfeited and the Participant and the Participating Builder, will have no claim against the Promoter.</p>

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Terms and Conditions Section 1 – General

1. Information on how to participate in the Promotion and Builder Discount Offer details 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 Builder Discount Offer 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. At the discretion of the Promoter, the Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.
7. A Participant will not receive the Builder Discount Offer if as Buyer, they do not settle the Contract by 5pm on the day specified as the first date for settlement under the Contract at the request of the Buyer or settlement is delayed as a result of the Buyer's default.

Terms and Conditions Section 3 – How to participate

8. To participate in the Promotion, each Participant must comply with the 'How to Participate' section of the Schedule.
9. 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 or their Participating Builder, who provides false information or fails to provide information that is reasonably requested by the Promoter.
10. The Promoter reserves the right, in its sole discretion, to disqualify any Participant or Participating Builder 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.
11. The eligibility of Participants to receive a Builder Discount Offer is solely within the discretion of the Promoter and pursuant to the terms of the House and Land Promotion Agreement.

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12. The Promoter accepts no responsibility for late, lost or misdirected communications.
13. 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.
14. 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.
15. 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

16. Each Builder Discount Offer is not transferrable, exchangeable, or redeemable for cash.
17. If any Builder Discount Offer is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Builder Discount Offer with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
18. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Builder Discount Offer are the sole responsibility of each Participant and Participating Builder (as the case may be).
19. The Participant's use of the Builder Discount Offer is entirely at their own risk. Before the Builder Discount Offer is provided, the receiver of the Builder Discount Offer 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 Builder Discount Offer.
20. The Buyer may not deduct or set off the value of the Builder Discount Offer from any moneys or debts payable to the Promoter. The Builder Discount Offer is not transferrable or exchangeable and, may not be issued or taken as cash.
21. Any taxes, duties, levies or similar charges payable in relation to the receipt of the Builder Discount Offer are assigned to and are the responsibility of the Buyer.

Terms and Conditions Section 5 – Receiving the Incentive

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22. Subject to these Terms and Conditions each eligible Participant that complies with these terms and condition will receive the Builder Discount Offer.
23. The eligibility of Participants to receive the Builder Discount Offer is solely within the discretion of the Promoter.
24. 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.
25. 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.
26. It is the responsibility of each Participant to notify the Promoter of any change to their contact details.
27. The Promoter may vary or withdraw any Qualifying Property from the Promotion or vary the Promotion Period. The Promoter may also with prior notice, make reasonable variations to the terms of the Promotion.
28. 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 making the referral.

Terms and Conditions Section 6 –Limit on Liability

29. Any Builder Discount Offer supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Builder Discount Offer may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then the Referring 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 Builder Discount Offer except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
30. By entering into this Promotion, the Participant is indicating its agreement to be bound by these Terms and Conditions.
31. In consideration for the Promoter entering into a Contract with the Participant and Building Contract with the Builder, and the offer of a Builder Discount Offer in accordance with this Promotion and the House and Land Promotion Agreement, 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 Builder Discount Offer.
32. To the maximum extent permitted by law, 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

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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

33. 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.
34. By participating in the Promotion, Participants consent to the use of their personal information as described in these terms and conditions.
35. 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/.
36. 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/
37. This is the current version of the promotion Terms and Conditions as of **8 March 2024** and supersede 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/