

TERMS AND CONDITIONS OF PRICE LOCK GUARANTEE PROMOTION

The Price Lock Guarantee Promotion (**Promotion**) is subject to the following terms and conditions:

1. Definitions

In this document:

Contract means a contract of sale for the sale and purchase of a Nominated Lot or a Similar Lot (as the case may be);

Day of Sale means the day of sale under a Contract;

Developer means Synergy Living Developments Pty Ltd ACN 623 566 941;

Development means the development known as Springridge;

Nominated Lot has the meaning given to it in clause 2.1;

Price means the price stipulated in the Contract;

Settlement means settlement under a Contract;

Settlement Date means the settlement date stipulated in the Contract;

Similar Lot means a Nominated Lot that is:

- a) of an identical size as Your Lot;
- b) in the reasonable opinion of the Developer, subject to similar site costs as Your Lot; and
- c) subject to the same conditions and encumbrances as Your Lot,

and otherwise identical to Your Lot in all material aspects;

Term means the period commencing on the Day of Sale and expiring on the day that is 5 days prior to the Settlement Date;

Vendor means the registered proprietor(s) of the Nominated Lots;

Your Contract means the Contract in respect of Your Lot; and

Your Lot means the Nominated Lot that you are purchasing from the Vendor, and like words have a corresponding meaning.

2. Nominated Lot

2.1 The Developer may at any time and without notice to anyone:

- 2.1.1 nominate lots within the Development to be subject to this Promotion (**Nominated Lots**);
- 2.1.2 withdraw such nomination, so that the Nominated Lot is no longer subject to this Promotion; and

- 2.1.3 determine, in its absolute discretion, to terminate or end this Promotion.
- 2.2 This Promotion is only available to the Nominated Lots, and will remain available until such time that the:
 - 2.2.1 Nominated Lot is sold;
 - 2.2.2 nomination is withdrawn in accordance with clause 2.1.2; or
 - 2.2.3 Developer determines, in its absolute discretion, to terminate or end the Promotion.
- 3. Eligibility**
 - 3.1 To be eligible for the Promotion, you must:
 - 3.1.1 be an individual of at least 18 years old and not a company;
 - 3.1.2 enter into an unconditional Contract in respect of a Nominated Lot;
 - 3.1.3 not breach Your Contract; and
 - 3.1.4 complete Settlement on or before the Settlement Date.
 - 3.2 Without limiting the operation of clause 3.1, if you breach Your Contract or fail to complete Settlement on or before the Settlement Date:
 - 3.2.1 the Promotion will not apply to you; and
 - 3.2.2 the rebate contemplated in clause 4 will not be provided to you.
- 4. Price Lock Guarantee**
 - 4.1 If, at any time during the Term (but specifically excluding any period after the Term):
 - 4.1.1 the Developer advertises or offers a Similar Lot; or
 - 4.1.2 the Vendor enters into a Contract in respect of a Similar Lot,for a price (**Similar Lot Price**) that is lower than the Price under Your Contract, you may submit a written request to the Vendor or the Developer for a rebate to be offered to you.
 - 4.2 Upon receipt of a written request under clause 4.1, the Vendor must (and the Developer must procure the Vendor to) provide you a rebate, and such rebate will be:
 - 4.2.1 for an amount that is equivalent to the difference between the Price under Your Contract and the Similar Lot Price; and
 - 4.2.2 provided to you by way of an adjustment in your favour at Settlement.
 - 4.3 The parties acknowledge and agree that for the purposes of determining whether the Similar Lot Price is lower than the Price under Your Contract, any rebates, offers or promotions applicable to the Similar Lot is excluded and disregarded.

5. No Liability

The Vendor and the Developer accept no responsibility for any tax or stamp duty liabilities that may arise from you receiving this Promotion. To the extent permitted by law, the Vendor and the Developer deny any liability for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss of revenue or profit) and/or personal injury suffered or sustained in connection with this Promotion.

6. Indemnity

You agree to indemnify the Vendor and the Developer in respect of all losses and damages suffered by the Vendor and/or Developer arising out of, or in connection with, this Promotion.

7. Inconsistency

If there is any inconsistency between these terms and the Contract, then the Contract will prevail.

8. Limitations

Unless otherwise determined by the Developer, this Promotion:

- 8.1 will not apply in conjunction with any other offers or promotions; and
- 8.2 may only be claimed once per Nominated Lot.

9. Laws

This Promotion is governed by the law of the State of Victoria, Australia.