



TERMS AND CONDITIONS OF \$1,000 FULL LAND DEPOSIT PROMOTION

The \$1,000 Full Land Deposit Promotion (**Promotion**) is subject to the following terms and conditions:

1. Definitions

In this document:

Additional Special Conditions means the additional special conditions in the Contract;

Broker means a mortgage or finance broker acceptable to the Vendor at its absolute discretion;

Contract means a contract of sale for the sale and purchase of a Nominated Lot;

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

Deposit means the deposit under a Contract;

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

Developer's Contribution has the meaning given to it in clause 4.1;

Development means the development known as Springridge;

Holding Deposit has the meaning given to it in clause 3.1.3;

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

Pre-Approval has the meaning given to it in clause 3.1.2(a);

Proof of Finance means proof or evidence to the Developer's satisfaction that you have sufficient equity or funds to complete Settlement;

Price means the price of the Nominated Lot as determined by the Developer;

Settlement means settlement under a Contract;

Settlement Date means the settlement date stipulated in the Contract;

Term means the period commencing on the Day of Sale and expiring on the Settlement Date; and

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

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- 2.2.2 nomination is withdrawn in accordance with clause 2.1.2; or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 satisfy the Developer that you:
 - (a) have obtained pre-approval from a finance institution approved by the Developer to purchase the Nominated Lot for the Price (**Pre-Approval**) through the Broker; and
 - (b) have, or will have, sufficient funds to complete Settlement by the Settlement Date;
- 3.1.3 pay \$1,000 to the Vendor (**Holding Deposit**); and
- 3.1.4 upon satisfaction of clauses 3.1.2 and 3.1.3, enter into an unconditional Contract in respect of a Nominated Lot.

3.2 You acknowledge and agree that save as to clause 4.1, the Vendor and the Developer are not required to assist you in obtaining Pre-Approval.

4. Developer's Contribution

4.1 If you have satisfied the matters contemplated in clauses 3.1.1 to 3.1.4, the Developer will pay the Vendor an amount equal to the Deposit less the Holding Deposit (**Developer's Contribution**), and such Developer's Contribution will be applied towards payment of the Deposit.

4.2 If:

4.2.1 the Contract is terminated for any reason whatsoever (including if such Contract is terminated as a result of a breach or default by the Vendor); and

4.2.2 following such termination, you are entitled to a refund of the Deposit (including any part thereof) under the Contract:

you must direct the Vendor to:

4.2.3 first, return the Developer's Contribution to the Developer, and

4.2.4 second, return the balance of the Deposit to yourself,

and you acknowledge that:

4.2.5 the Developer's Contribution is the absolute property of the Developer; and

4.2.6 you are not entitled to the Developer's Contribution (or any part thereof).

4.3 You acknowledge that the Developer's Contribution is paid by the Developer on the basis that you will ultimately become the registered proprietor of the Nominated Lot and any nomination under the Contract is prohibited.

4.4 Notwithstanding the above, if the Vendor consents to a nomination, and you elect to nominate a substitute purchaser or an additional purchaser under the Contract, you must:

4.4.1 direct the Vendor to return the Developer's Contribution to the Developer; and

4.4.2 procure the nominee to, as at the date of the nomination, pay the Vendor an amount equivalent to the Developer's Contribution, so that the Vendor holds the entire Deposit at all times.

5. Proof of Finance

If you do not have sufficient equity or funds to complete Settlement as at the Day of Sale, you must:

5.1 provide the Developer or the Broker with Proof of Finance:

5.1.1 on the first of each month during the Term; and

5.1.2 at any time upon written demand from the Developer;



5.2 work collaboratively and cooperatively with the Broker to ensure that you have sufficient equity to complete Settlement on the Settlement Date; and

5.3 do all things necessary so that you can complete Settlement on the Settlement Date.

6. 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.

7. 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.

8. Inconsistency

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

9. Limitations

Unless otherwise determined by the Developer, this Promotion:

9.1 will not apply in conjunction with any other offers or promotions; and

9.2 may only be claimed once per Nominated Lot.

10. Laws

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