

SEVENTH BEND – STAGE 13 - PRICE PROMISE PROMOTION

TERMS AND CONDITIONS – WEBSITE

1. The Promotion

- 1.1 These terms and conditions (**Terms and Conditions**) apply to the price promise promotion described herein (**Promotion**) being offered by Yourland Management Pty Ltd (**Promoter**).
- 1.2 The Promotion will allow eligible purchasers to receive a rebate, comprising a prepaid VISA card, if at the relevant settlement date, they find a comparable property listed for sale by the Promoter at a lesser price as calculated by reference to these Terms and Conditions (**Rebate**).
- 1.3 By participating in the Promotion, you are deemed to have read and accepted these Terms and Conditions. If you do not accept these Terms and Conditions, you cannot participate in the Promotion.
- 1.4 The Promotion closes on 5 July 2020.

2. Eligibility for Promotion

- 2.1 To be eligible for the Promotion, you and all purchasers with whom you purchase a lot must:
 - (a) be a resident of Victoria, Australia and aged 18 years or over. Employees, directors and other representatives of the Promoter are ineligible.
 - (b) sign a contract of sale (in the form to be provided by the Promoter) with the Promoter for a lot of land located within Stage 13 at Seventh Bend Estate, Weir Views (**Subject Land**) prior to 5pm Sunday 5 July 2020 (**Contract of Sale**);
 - (c) comply with all terms and conditions set out in the Contract of Sale at all times prior to settlement;
 - (d) have completed settlement in accordance with the terms and conditions set out in the Contract of Sale; and
 - (e) make a written application to the Promoter by way of email to consider your eligibility to participate in the Promotion to **hello@seventhbend.com.au**.
- 2.2 Land referred to in a Contract of Sale which complies with clause 2.1 of these Terms and Conditions (**Your Lot**) shall be eligible for consideration by the Promoter for inclusion in the Promotion.
- 2.3 Applications for the Promotion are limited to one (1) application per Contract of Sale.
- 2.4 The Promoter is not responsible or liable for any attempted application that is not received for any reason, illegible applications, incorrect transcription of application information, technical failure of any kind in relation to application for the Promotion, the unavailability of any service in relation to application for the Promotion, or third party interference or technical or human error in relation to the administration of the Promotion. Late applications will not be accepted.
- 2.5 Incomplete applications may be deemed invalid at the discretion of the Promoter.

3. The Price Promise

- 3.1 Following settlement of the purchase of Your Lot, you may be eligible to receive the Promoter's price protection rebate (**Rebate**).
- 3.2 If, within a week after the settlement date for purchase of Your Lot, you find advertised for sale via an email received from or on behalf of the Promoter, or advertised for sale on the Promoter's website, a lot in the Seventh Bend Estate (**Comparison Lot**) which is determined by the Promoter to be an eligible comparison as defined in clause 3.11, you will be entitled to receive the Rebate.

Aspects

- 3.3 In determining eligibility to receive the Rebate, the Promoter will determine if Your Lot falls under any of the following aspect categories (**Aspects**):
- (a) Corner
 - (b) Park
 - (c) Main Road
 - (d) Standard
- 3.4 A Corner Aspect means a lot located on the intersection of two streets.
- 3.5 A Park Aspect means a lot located directly opposite a park.
- 3.6 A Main Road Aspect means a lot fronting a street parallel and directly adjacent to Exford Road.
- 3.7 A Standard Aspect means a lot which does not have a Corner Aspect, a Main Road Aspect, or a Park Aspect, and which is not a Townhouse Lot.
- 3.8 A single lot may have multiple Aspects.
- 3.9 This Promotion does not apply to Townhouse Lots. For the purposes of these Terms and Conditions, a Townhouse Lot means any lot upon which a town house is intended to be built together in a contiguous row with other townhouses including lots 1314-1320 (inclusive) and lots 1357-1364 (inclusive).

Orientation

- 3.10 In determining the relevant Comparison Lot, the Promoter will also consider the physical orientation (i.e. north-south-east-west) of Your Lot against the Comparison Lot, allowing a variance of up to 15 degrees (**Orientation**).

Eligible Comparison

- 3.11 To be considered an eligible comparison (**Eligible Comparison**), Your Lot must have:
- (a) a total area which is no greater or lesser than 5% of the total area of the Comparison Lot;
 - (b) the same Aspects as the Comparison Lot; and
 - (c) the same Orientation as the Comparison Lot.
- 3.12 If the price set out in the Contract of Sale for Your Lot is greater than the advertised price for the Comparison Lot, you will be eligible for a Rebate in the amount equal to the difference between the price set out in the Contract of Sale for Your Lot and the advertised price for the Comparison Lot (**Rebate Amount**) in accordance with clause 4.
- 3.13 In the event that there are multiple lots which are Eligible Comparisons to Your Lot, the Promoter shall use the highest advertised price for a Comparison Lot for the purposes of calculating the Rebate Amount.
- 3.14 The Promoter will endeavour to consider all Eligible Comparisons within a reasonable time after receiving a written request from you.

4. Rebate

- 4.1 The Rebate will be provided by way of prepaid VISA cards (**Cards**).
- 4.2 If you are eligible to receive the Rebate, the Promoter shall provide you with a Card with a value equal to the Rebate Amount.
- 4.3 All Cards are provided subject to:
- (a) these Terms and Conditions; and
 - (b) the terms and conditions published by the issuer of the Cards.

- 4.4 Cards are not redeemable for cash or exchange for any other goods or services and have no cash equivalent either express or implied.
- 4.5 Cards are not transferable to another person or entity, including by way of assignment or nomination of a substitute or additional transferee.
- 4.6 Cards are subject to availability. The Promoter reserves the right to amend, withdraw or substitute Cards or any component of Cards in the event of any unforeseen circumstances outside its reasonable control.
- 4.7 Once Cards are provided in accordance with these Terms and Conditions, the Promoter is not responsible for their expiration or cancellation.
- 4.8 The Promoter will endeavour for a Card to be provided to you within 60 days of the Promoter establishing that you are entitled to receive a Card in respect of Your Lot in accordance with these Terms and Conditions.
- 4.9 The Promoter expressly denies and excludes all representations about Cards, except as set out in these Terms and Conditions.

5. General

- 5.1 In the event of any dispute regarding an Eligible Comparison, the Promoter holds final discretion in determining whether Your Lot can be categorised as a Comparison Lot, and therefore whether you will be eligible to receive a Rebate.
- 5.2 To the extent permitted by law, the Promoter excludes all liability for any personal injury, loss or damage in any way arising as a result of participating in the Promotion, or any aspect of the Promotion.
- 5.3 You may not use the Promotion in conjunction with any other promotion or offer currently being offered by the Promoter.
- 5.4 The Promotion shall be governed by the laws of Victoria, Australia.
- 5.5 The Promoter will collect personal information of entrants to conduct the Competition. The Promoter will conduct the promotion in accordance with the Promoter's Privacy Policy, which is available at www.seventhbend.com.au

YOURLAND PROMOTION

TERMS AND CONDITIONS – FLYER, EDM, BILLBOARD AND POSTER

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