

## TERMS AND CONDITIONS OF THE \$15k FLOOR PLAN DISCOUNT PROMOTION

The '\$15k floor plan discount promotion' (**Promotion**) is subject to the following terms and conditions:

### 1. Definitions

In this document:

**Building Contract** means a building contract between you and Kingsbridge;

**Claim** means a claim, action, proceeding, damage, loss, expense, cost or liability, immediate, future or contingent and includes a claim for compensation;

**Commencement Date** means the date on which this Promotion is made available to the public, as determined by Kingsbridge;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Expiry Date** means 6 October 2025, or such other date as determined by Kingsbridge in its absolute discretion;

**Kingsbridge** means Hermitage Building Group Pty Ltd ACN 150 694 572 and where required, its Related Body Corporate;

**Related Body Corporate** has the meaning given to it in the Corporations Act; and

**Term** means the period commencing on the Commencement Date and expiring on the Expiry Date,

and like words have a corresponding meaning.

### 2. Term

2.1 This Promotion applies only to new Building Contracts entered into during the Term.

2.2 Kingsbridge may, in its absolute discretion and without notice to anyone, elect to:

2.2.1 extend the Term; or

2.2.2 bring this Promotion to an end.

2.3 For the avoidance of doubt, this Promotion will not apply to any Building Contracts entered into prior to or after the Commencement Date, unless otherwise determined by Kingsbridge.

### 3. Eligibility

3.1 To be eligible for this Promotion:

3.1.1 you must:

(a) notify Kingsbridge that you intend to apply for this Promotion (**Application**); and

(b) select a floor plan that:

(i) is within Kingsbridge's 'Inspire' range; and

(ii) has been selected by Kingsbridge to be included into this Promotion; and

3.1.2 Kingsbridge must accept your Application.

3.2 For the avoidance of doubt:

3.2.1 if the matters contemplated in clause 3.1 are not satisfied; and/or

3.2.2 prior to executing the Building Contract, you decide not to proceed with a floor plan that:

(a) is within Kingsbridge's 'Inspire' range; and

(b) has been selected by Kingsbridge to be included into this Promotion,

you will not be entitled to the benefits set out in clause 4.

#### **4. Promotion**

4.1 Subject to the satisfaction of the matters set out in clause 3.1, Kingsbridge will provide you a discount of \$15,000 inclusive of GST on the overall price under the Building Contract.

#### **5. Photography and Marketing**

You acknowledge and agree that:

5.1 Kingsbridge may take photographs of you and the dwelling constructed pursuant the Building Contract for the purpose of advertising this Promotion;

5.2 you consent to:

5.2.1 having your photograph taken; and

5.2.2 Kingsbridge using your photographs for any marketing or advertising associated with this Promotion; and

5.3 You will not Claim against Kingsbridge for any reason or matter arising out of, in connection with or related to, this clause 5.

#### **6. Dispute**

If there are any disputes associated or in connection with this Promotion, Kingsbridge may issue a determination in respect of such dispute, and Kingsbridge's decision will be final and binding.

#### **7. No Liability**

Kingsbridge accepts no responsibility for any tax or stamp duty liabilities that may arise from this Promotion. To the extent permitted by law, Kingsbridge denies 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.

#### **8. Indemnity**

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

**9. Limitations**

Unless otherwise determined by Kingsbridge, this Promotion:

- 9.1 will not apply in conjunction with any other offers or promotions; and
- 9.2 may only be claimed once per client.

**10. Laws**

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