

TERMS AND CONDITIONS OF THE Kingsbridge 5K Promotion

The **Kingsbridge 5K 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 28 February 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;

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 the Commencement Date.

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 house type that is at least 25 squares and within Kingsbridge's 'Inspire' or 'Elegance' range; 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 house type that is at least 25 squares and within Kingsbridge's 'Inspire' or 'Elegance' range,
- you will not be entitled to the benefits set out in clause 4.

4. Options

- 4.1 Subject to clause 4.2, in exchange for a consideration of \$4,999 (GST inclusive), you may select five of the following options from Kingsbridge's base range (as advertised from time to time):
- 4.1.1 40mm edge stone with waterfall ends to the kitchen island;
 - 4.1.2 floor to ceiling tiles in two bathrooms;
 - 4.1.3 2740mm high ceilings;
 - 4.1.4 refrigerated cooling;
 - 4.1.5 three phase power (must be selected with refrigerated cooling);
 - 4.1.6 pendant light point above island;
 - 4.1.7 square undermount sink;
 - 4.1.8 veggie sprayer;
 - 4.1.9 rainwater shower head; and
 - 4.1.10 \$5,000 mosaic colour studio voucher,

(Upgrades).

- 4.2 Notwithstanding clause 4.1, Kingsbridge may, at any time and without notice to anyone, vary the Upgrades that can be selected under clause 4.1.
- 4.3 Once the Upgrades have been selected by you, Kingsbridge will:
- 4.3.1 include the Upgrades in your Building Contract; and
 - 4.3.2 if required, increase the price in the Building Contract by \$4,999 (GST inclusive).

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 3.

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.