

### TERMS AND CONDITIONS OF \$15,000 SITE COST CONTRIBUTION

The '\$15,000 Site Cost Contribution' Promotion (**Promotion**) is subject to the following terms and conditions:

### 1. Definitions

In this document:

Builder means Hermitage Building Group Pty Ltd ACN 150 694 572;

**Building Contract** means a major domestic building contract between You and the Builder for a product within the Builder's 'Inspire' or 'Elegance' range;

Commencement Date means 2 October 2024;

**Eligible Period** means the period commencing from the Commencement Date and expiring on the Expiry Date;

**Expiry Date** means 31 October 2024, unless otherwise brought forward or extended by the Builder;

**New Home Order** means the document titled 'New Home Order' prepared by the Builder prior to preparation of the Building Contract;

You means any person or entity that intends to participate in this Promotion,

and like words have a corresponding meaning.

# 2. Eligibility

To be eligible for this Promotion, You must:

- 2.1 be an individual of at least 18 years and not a company; and
- 2.2 not be in breach of any agreement or deed that may exist between You and the Builder prior to the execution of the New Home Order and/or Building Contract.

#### 3. Promotion

- 3.1 If:
  - 3.1.1 You sign a New Home Order during the Eligible Period; and
  - 3.1.2 You are one of the first five individuals to sign the New Home Order during the Eligible Period,

the Builder will contribute towards your site costs, up to a maximum of \$15,000, including GST (**Contribution**).

- 3.2 The Contribution will be applied as a reduction to the site costs specified in the New Home Order.
- 3.3 Notwithstanding clause 3.1.2:



- 3.3.1 the Builder may, at its absolute discretion and without notice to anyone, offer the Promotion to anyone, even if that person does not satisfy clause 3.1.2; and
- 3.3.2 if the Expiry Date is extended under clause 4, then clause 3.1.2 will be amended to read "You are one of the first five individuals to sign the New Home Order immediately after an extension of the Expiry Date".
- 3.4 Notwithstanding clause 3.2, the Contribution will be forfeited if, prior to the execution of the Building Contract, you are in breach, or have breached, the New Home Order.

# 4. Expiry Date

The Builder may, at any time and without notice to anyone, elect to bring forward and/or extend the Expiry Date.

## 5. No Liability

The Builder accepts no responsibility for any tax or stamp duty liabilities that may arise from you receiving this Promotion. To the extent permitted by law, the Builder 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 Builder in respect of all losses and damages suffered by the Builder arising out of, in connection with, or relating to, this Promotion.

#### 7. Limitations

Unless otherwise determined by the Builder, this Promotion:

- 7.1 will not apply in conjunction with any other offers or promotions; and
- 7.2 may only be claimed once per person.

### 8. Laws

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