

TERMS AND CONDITIONS OF \$10,000 YOUR WAY PROMOTION

The '\$10,000 your way' 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 'Kingsbridge Complete' 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;

Final Claim means the final claim under the Building Contract;

Handover means when the Builder hands over possession of the Land following completion of the Building Works;

Land means the land to which the Building Contract relates to;

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 Building Contract.

3. Promotion

3.1 If:

3.1.1 You enter into a Building Contract with the Builder; and

3.1.2 You are one of the first five individuals to enter into a Building Contract during the Eligible Period,

you will be entitled to receive either of the following:

3.1.3 subject to clause 4, a travel voucher amounting to \$10,000, including GST;

3.1.4 subject to clause 5, a gift card from a furniture shop or company amounting to \$10,000, including GST; or

- 3.1.5 a \$10,000 discount off the price (**Reduced Price**), and such Reduced Price will be stipulated as the price in the Building Contract.
- 3.2 You must notify the Builder of your preferred option among those contemplated in in clauses 3.1.3 to 3.1.5, failing which the Builder may select an option for You.
- 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 6, then clause 3.1.2 will be amended to read “*You are one of the first five individuals to enter into a Building Contract immediately after an extension of the Expiry Date*”.

4. Travel Voucher

- 4.1 This clause 4 only applies if You have elected to receive a travel voucher pursuant to clause 3.1.3.
- 4.2 If, upon payment of the Final Claim and Handover, you are:
 - 4.2.1 not in breach of the Building Contract; and
 - 4.2.2 have never breached the Building Contract,the Builder will:
 - 4.2.3 procure a travel voucher amounting to \$10,000 from a travel agent or company of its choosing; and
 - 4.2.4 arrange for the travel voucher to be provided to you as soon as reasonably practicable after its receipt.
- 4.3 You are not entitled to require the Builder to procure the travel voucher from a specific travel agent or company.
- 4.4 Whilst the Builder may procure the travel voucher, the Builder is not responsible for any matter, dispute, claim or issue arising out of, in connection with, or related to, the travel voucher.
- 4.5 Save as to the provision of the travel voucher, You:
 - 4.5.1 release and hold the Builder harmless from all Claims arising out of, in connection with or relating to, the travel voucher; and
 - 4.5.2 must not Claim against the Builder in respect of any matters arising out of, in connection with, or related to, the travel voucher.

5. Furniture Voucher

- 5.1 This clause 5 only applies if You have elected to receive a gift card from a furniture shop pursuant to clause 3.1.4.
- 5.2 If, upon payment of the Final Claim and Handover, you are:

- 5.2.1 not in breach of the Building Contract; and
- 5.2.2 have never breached the Building Contract,
the Builder will:
 - 5.2.3 procure a gift card amounting to \$10,000 from a furniture shop or company of its choosing; and
 - 5.2.4 arrange for the gift card to be provided to you as soon as reasonably practicable after its receipt.
- 5.3 You are not entitled to require the Builder to procure the gift card from a specific furniture shop or company.
- 5.4 Whilst the Builder may procure the gift card, the Builder is not responsible for any matter, dispute, claim or issue arising out of, in connection with, or related to, the gift card.
- 5.5 Save as to the provision of the gift card, You:
 - 5.5.1 release and hold the Builder harmless from all Claims arising out of, in connection with or relating to, the gift card; and
 - 5.5.2 must not Claim against the Builder in respect of any matters arising out of, in connection with, or related to, the gift card.

6. Expiry Date

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

7. 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.

8. 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.

9. Limitations

Unless otherwise determined by the Builder, this Promotion:

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

10. Laws

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