



TERMS AND CONDITIONS as at 22 May 2020

The following terms and conditions apply to the Eliston '18 months mortgage fee' Campaign at the Eliston estate (**Promotion**).

Promoter

The **Promoter** is National Pacific Properties (Twynford Road) Pty Ltd ACN 603 756 654 of 100 Franklin Street, Melbourne VIC 3000.

Terms and Conditions of Promotion

The Purchaser acknowledges their consent to providing their personal information to the Promoter and agrees to and accepts these Promotion terms and conditions.

Promotion Lots

The lots of land subject to the Promotion are the Burbank Urban Parkview Collection 4 bedroom Townhomes in Eliston (Lots 2001, 2004, 2005, 2006 and 2007) sold during the Promotion Period at Eliston (**Promotion Lots**).

Who does the promotion apply to?

The Promotion applies to any **Purchaser** who:

- (a) is a natural person;
- (b) is 18 years of age and over;
- (c) during the Promotion Period has paid a deposit for the house and land prior to entry into a contract of sale at for a Promotion Lot; and
- (d) has entered into an binding contract of sale of land between the Purchaser as the purchaser and the relevant vendor, for the purchase of a Promotion Lot (**Contract of Sale**) at Eliston.

Promotion dates

The Promotion applies to Contracts of Sale entered into from 9 am AEST on **Saturday 23 May 2020** until all Promotion Lots are sold (**Promotion Period**). The Promoter, may at its discretion, end or extend the Promotion Period by publishing a notice at the Sales Office with the dates of the amended promotion period. These terms and conditions apply to any amended promotion period.

Promotion Offer

Subject to these terms and conditions, the Promoter is offering to eligible Purchasers that, if the Purchaser obtains a loan to settle the Promotion Lot and grants a mortgage to the financier over the title to the Promotion Lot as security for the repayment of the loan (**Mortgage**), the Promoter will provide the Purchaser the following:

- (a) a contribution of up to AUD\$6,500 towards the Purchaser's mortgage payment (interest component only) during the home build phase for a period of up to 12 months from the settlement date of the Contract of Sale (**Build Mortgage Payment**); and
- (b) following completion of the home build, a subsequent contribution of up to AUD\$9,500 towards the Purchaser's mortgage payment (principal and interest) for a subsequent period of 6 months from the date the home building completes (or other date as agreed) (**Home Mortgage Payment**).

The Build Mortgage Payment and Home Mortgage Payment payable to the Purchaser is calculated on the secured mortgage interest rates and repayment amount payable by the Purchaser for the Mortgage up to a maximum of AUD\$16,000.

The total amount payable to the Purchaser by the vendor is AUD\$16,000 over a period of 18 months.

Each of the Build Mortgage Payment and Home Mortgage Payment will be paid by the Promoter, upon notification by the Purchaser to the Promoter that the contract of sale of land and the building contract have completed (as applicable), directly to the Purchaser within 7 days of notification by way of bank cheque or to a bank account nominated by the Purchaser to the Promoter in writing.

Other Terms and Conditions

- (a) The Purchaser should refer to the special conditions in the Contract of Sale.
- (b) The Purchaser forfeits all their rights if:
 - i. they fail to settle on the settlement date specified in their Contract of Sale;
 - ii. these terms and conditions are not satisfied for any reason whatsoever; or
 - iii. the Purchaser breaches any term of their Contract of Sale.
- (c) Loan interest rate and minimum deposit required is specific to each purchaser.
- (d) Initial assessments to determine eligibility will be conducted by Mortgage Domayne.
- (e) This Promotion cannot be used in conjunction with any other campaign, offer or promotion promoted by the Promoter.
- (f) The Purchaser acknowledges and agrees that the Promoter shall not be liable to the Purchaser for any financial or legal implications (or otherwise) that may arise from the Promotion.
- (g) The Promotion does not constitute financial advice. Independent financial, legal or other professional advice should be sought by the Purchaser.
- (h) The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion if for any reason the Promoter's circumstances change or the Promotion is not available.
- (i) The Promoter reserves the right but not the obligation to substitute the Promotion for another similar item, of equal value.
- (j) To the extent permitted by law, under no circumstances will the Promoter be liable to the Purchaser for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Purchaser's participation in this Promotion, even if the Promoter has been advised of the possibility of such damages.
- (k) There is no limit to the number of Contracts of Sale for Promotion Lots that an Purchaser may enter into under this Promotion.
- (l) These terms and conditions are governed by the laws of the state of Victoria.

If you have any queries in relation to any of the above terms and conditions, please contact Chris Hamilton on 1300 354 786.

Filename: Eliston Burbank TH Promo campaign terms 22.05.20.docx
Directory: /Users/imogenes
1/Library/Containers/com.microsoft.Word/Data/Documents
Template: /Users/imogenes 1/Library/Group
Containers/UBF8T346G9.Office/User Content.localized/Templates.localized/Normal.dotm
Title:
Subject:
Author: Rebecca Shackleton Hay
Keywords:
Comments:
Creation Date: 22/05/2020 16:48:00
Change Number: 2
Last Saved On: 22/05/2020 16:48:00
Last Saved By: Imogene Schaefer
Total Editing Time: 2 Minutes
Last Printed On: 22/05/2020 16:48:00
As of Last Complete Printing
Number of Pages: 1
Number of Words: 853
Number of Characters: 4,277 (approx.)