

31<sup>st</sup> July 2024

## FHB \$20K CREDIT ON SETTLEMENT OFFER

### Terms and Conditions

LWP Group Pty Ltd ABN 83 630 322 682 ("Promoter") of, Level 3, 27-31 Troode Street West Perth WA 6005. The name of this promotion is "FHB \$20K Credit on Settlement Offer".

By participating in this promotion participants agree to be bound by these terms and conditions. Terms and conditions are as follows:

1. This promotion applies to the purchase of a Valid Lot as advertised by the Promoter at the Promoter's Caphilly development in North Rothbury, NSW 2335.
2. A Valid Lot shall be any single lot within the Promoter's Caphilly Stages 1, 2, 3 and 4 land release, excluding carpark leaseback lots, Builder's Display Village lots, or any other lot deemed excluded by the Promoter. Participants should check with the Promoter whether a lot is considered a Valid Lot prior to entering into a sales contract.
3. The promotion is open to residents of Australia who are over the age of 18 years, except for the Promoter's employees.
4. To be eligible for this promotion, the purchaser/participant must demonstrate they are a First Home Buyer, by providing evidence in writing in a form required by the Promoter from their mortgage broker, solicitor or licensed conveyancer confirming, to the satisfaction of the Promoter, the purchaser/participant is eligible to receive the benefit of a First Home Buyer's grant or assistance.
5. To participate in this promotion, a person must, pay as directed by the Promoter the amount of the deposit required for a Valid Lot under the contract for the sale of that Valid Lot (which will be a minimum of \$5,000) within 3 weeks of a contract for sale being provided to the purchaser's solicitor, or other period as the Promoter agrees in writing (**Valid Payment**). The deposit will be payable under the contract for the sale of the Valid Lot into the Promoter's nominated trust account. For the avoidance of doubt, this promotion ends at 4pm AEDT on 21<sup>st</sup> June 2025 (**Promotion Deadline**) or until there are no remaining Valid Lots, whichever is the earlier.
6. This promotion is first-in-best-dressed and only the first person to make a Valid Payment in respect of a Valid Lot (in accordance with these terms and conditions) will be entitled to receive the benefit under this Promotion.
7. This promotion will run on a first in best dressed method. This means that once a person pays a deposit in relation to a Valid Lot, that lot will be taken off the market by the Promoter and the number of remaining Valid Lots will reduce by 1 until there are no Valid Lots remaining for purchase. The Promoter does not anticipate that all Valid Lots will be taken/purchased by the Promotion Deadline.
8. Each person who makes a Valid Payment in respect of a Valid Lot prior to the Promotion Deadline will, at the time that the purchase price becomes payable, receive a credit in the amount of \$20,000 from the Promoter on the purchase price payable at settlement (**Settlement Credit**). For the avoidance of doubt, the Settlement Credit will only be applied when the purchase price becomes payable and will not be credited or otherwise provided to the purchaser/participant prior to that date and time.

9. If settlement does not occur because the purchaser/participant fails to meet its obligations prior to settlement, or for any other reason for which the purchaser/participant is responsible, they will forfeit the Settlement Credit. In such circumstances the Promoter will not be under any obligation to provide a replacement credit or any replacement benefit to the purchaser/participant.
10. Only 1 Settlement Credit will be provided by the Promoter per Valid Lot.
11. The Promotion is not to be used in conjunction with any other LWP Property Group offer.
12. If the promotion cannot run as planned for any reason beyond the Promoter's control, for example due to unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, LWP reserves the right to vary, suspend or cancel the promotion, amend the terms and conditions of the offer, or disqualify affected person/s.
13. The Settlement Credit of \$20,000 is neither transferrable nor exchangeable and cannot be exchanged for cash or any other property or services.
14. The Promoter reserves the right to exclude any persons which it believes to behave in a manner that is threatening, abusive or harassing, unlawful or in breach of any laws, or otherwise based on misrepresentation, misconduct or deemed inappropriate in the Promoter's reasonable opinion.
15. The Promoter and any agencies and/or companies associated with this promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this promotion, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).