

## **The Brook at Byford 'BLOCK-TAKE Sale' Promotion 2018**

**21 February 2018 – 30 April 2018**

### **TERMS AND CONDITIONS**

**Cedar Woods Properties Limited (Cedar Woods) and Daleford Property Pty Ltd (The Brook at Byford) is promoting The Brook at Byford 'BLOCK SAVERS' on 21 selected blocks at The Brook at Byford, located in Western Australia. This promotion is subject to the terms and conditions below.**

#### **SECTION A: THE BROOK AT BYFORD BLOCK SAVERS**

1. In these Terms and Conditions and all Advertisements relating to the Cedar Woods and The Brook at Byford 'BLOCK SAVERS' (Promotion), 'Cedar Woods' means the Cedar Woods Property Limited entity selling the Relevant Qualifying Land and its related entities and, where the context permits, includes Cedar Woods employees, contractors and agents. For details of the Cedar Woods entity, please contact the Head Office Marketing Department.
2. The promoter is Cedar Woods Properties Pty Ltd (ABN 47 009 259 081) of Ground Floor, 50 Colin Street, West Perth, WA 6005. Telephone: 08 9480 1500 (**Promoter**).
3. The promotion runs from 9.00am AWST on 21/02/2018 and ends at 5.00pm AWST on 30/04/2018 or until all Qualifying Land is sold, whichever is the earlier (**Promotion Period**).
4. Participation in this Promotion constitutes acceptance of these Terms and Conditions.
5. In these Terms and Conditions 'Relevant Qualifying Land' means the Qualifying Land that the Buyer is interested in acquiring.
6. The Promoter reserved the right, at any time, to verify the validity of the Buyer (including a Buyer's identity, age and place of residence) and reserved the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, submitted an entry that is not in accordance with these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its right at any stage does not constitute a waiver of those rights. The Promoter's legal right to recover damages or other compensation arising out of any such offence are reserved.

#### **SECTION B: QUALIFYING LAND**

7. This Promotion applies to selected residential land lots (**Qualifying Land**) at The Brook at Byford (**Qualifying Project**) and may include House & Land Packages. For details of the availability of Qualifying Land, please contact the Sales agent responsible for The Brook at Byford.
8. This Promotion does not apply to, and Buyers will not be able to choose, alternative land that is not Qualifying.
9. Qualifying Land is only available until sold.

10. The Incentive applies to the following residential land lots (Qualifying Land) at The Brook at Byford (**Qualifying Project**):

Lot	Size	Current Price	Block Savers Price	Discount
75	495m2	\$210,000	<b>Now \$185,000</b>	\$25,000
77	442m2	\$205,000	<b>Now \$175,000</b>	\$30,000
106	240m2	\$155,000	<b>Now \$145,000</b>	\$10,000
136	444m2	\$182,000	<b>Now \$176,000</b>	\$6,000
137	533m2	\$215,000	<b>Now \$199,000</b>	\$16,000
155	375m2	\$177,500	<b>Now \$163,000</b>	\$14,500
156	375m2	\$177,500	<b>Now \$163,000</b>	\$14,500
157	375m2	\$178,000	<b>Now \$163,000</b>	\$15,000
158	375m2	\$178,000	<b>Now \$163,000</b>	\$15,000
194	308m2	\$167,000	<b>Now \$155,000</b>	\$12,000
195	312m2	\$167,000	<b>Now \$155,000</b>	\$12,000
196	313m2	\$167,000	<b>Now \$155,000</b>	\$12,000
198	383m2	\$175,000	<b>Now \$163,000</b>	\$12,000
227	375m2	\$177,500	<b>Now \$158,000</b>	\$19,500
237	312m2	\$169,000	<b>Now \$155,000</b>	\$14,000
240	284m2	\$162,500	<b>Now \$153,000</b>	\$9,500
254	250m2	\$157,000	<b>Now \$147,000</b>	\$10,000
255	250m2	\$157,000	<b>Now \$147,000</b>	\$10,000
256	344m2	\$172,500	<b>Now \$160,000</b>	\$12,500
264	375m2	\$177,500	<b>Now \$158,000</b>	\$19,500

11. For details of availability of the Qualifying Project, visit <https://www.thebrookatbyford.com.au/> for more information.

### **SECTION C: ELIGIBLE BUYERS**

12. This Promotion is available to the person, persons or entity (Buyer) that:

- (a) during the Promotion Period:

(i) if required by Cedar Woods, pays an expression of interest payment in respect of the Relevant Qualifying Land; and

(ii) within 14 days after the date the Buyer or its representative receives a contract for the sale of land in respect of the Relevant Qualifying Land (**Land Contract**) from Cedar Woods:

(A) enters into a Land Contract;

(B) pays to Cedar Woods the deposit required under the Land Contract; and

(iii) in respect of a House and Land Package only, enters into an unconditional Building Contract;

(b) complies with the terms of the Land Contract at all times without default from the date of the Land Contract and until completion of the Land Contract;

(c) completes the Land Contract in accordance with its terms; and

(d) in respect of a House and Land Package only, complies with the terms of the Building Contract at all times without default from the date of the Building Contract.

13. A Buyer will not be eligible to participate in this Promotion, and will not be entitled to receive the discount, if:
- (a) the Buyer is a director, officer or employee of Cedar Woods or a member of the immediate family of a director, officer or employee of Cedar Woods;
  - (b) the Buyer has not complied with the other provisions of this Section C;
  - (c) the Buyer has entered into a Land Contract on or before Thursday, 10 August 2017; or
  - (e) the Land Contract is terminated or rescinded other than due to Cedar Woods' default.

#### **SECTION D: PRICE OF QUALIFYING LAND AND HOUSE & LAND PACKAGES**

14. The advertised price of Qualifying Land is only valid during the Promotion Period, and:
- (a) with respect to a House & Land Package:
    - (i) is based on the Builder's specifications and inclusions for the house, details of which can be obtained from the Builder;
    - (ii) unless otherwise advertised, may be subject to exclusions as nominated by the Builder. The price of the house may also vary in other circumstances as set out in the Building Contract. Buyers should make appropriate enquiries as to the exclusions and variations with the Builder prior to purchase;
  - (d) does not include stamp duty on the Land Contract or the Building Contract, registration fees (including registration fees in relation to the transfer of Qualifying Land), local government change in ownership fees and any other fees or charges (including legal fees or the costs of other services) incidental to the acquisition of Qualifying Land. Buyers will need to pay these fees and charges separately;
  - (e) is subject to adjustments under the Land Contract including, but not limited to, council rates, water rates, land tax and other statutory charges; and
  - (f) is correct as at the time of publication, but may change as a result of, but not limited to, variations in the inclusions or specifications for the house required by the Buyer or due to any other circumstances that may affect the price as set out in the Building Contract or the Land Contract, or changes in local, state or federal government laws or requirements applicable to the acquisition of Qualifying Land or the acquisition and/or construction of a house on Qualifying Land.

#### **SECTION E: NO RELIANCE ON ADVERTISEMENTS**

15. Descriptions, illustrations, photographs or statements in any marketing or promotional material relating to this Promotion (**Advertisement**) are indicative only and may contain:
- a. inaccuracies, errors or misdescriptions in respect of the location, size, use, description, identification and/or boundaries of Qualifying Land or the current or future location or existence of any facilities, amenities, services or destinations; and

- b. items or inclusions which do not form part of a particular House & Land Package.
16. Cedar Woods gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any Advertisement and will not be liable for any loss or damage suffered or incurred by a Buyer or any other person who relies upon any Advertisement except for any liability which cannot be excluded by law. Buyers should make and rely upon their own independent enquiries and investigations in respect of:
- a. the Relevant Qualifying Land, including with respect to the full description and specifications for the House & Land Package (if applicable); and
  - b. any facilities, amenities, services or destinations.

#### **SECTION F: ENCUMBRANCES**

17. Buyers must ensure that the house to be constructed on the Relevant Qualifying Land, including as part of a House & Land Package, complies with all easements, restrictions, covenants, encumbrances and design requirements applying to the Relevant Qualifying Land (**Encumbrances**). Buyers are responsible for satisfying themselves as to the compatibility of the house to be constructed on the Relevant Qualifying Land with all Encumbrances.

#### **SECTION G: GOVERNMENT GRANT**

18. Buyers may be eligible for a First Home Owner's grant (**Government Grant**).
19. The Government Grant is a State Government initiative and is not a Cedar Woods promotion.
20. Eligibility and date restrictions apply to the Government Grant. Please view the terms and conditions for the relevant Government Grant.

#### **SECTION H: GENERAL TERMS**

21. This Promotion is not available in conjunction with any other promotion or offer by Cedar Woods.
22. This Promotion is subject to any other terms and conditions contained in the Land Contract. If there is any inconsistency between these Terms and Conditions and the Land Contract, then the Land Contract prevails.
23. To the extent permitted by law, Cedar Woods is not liable and does not accept any responsibility for any loss or damage suffered or incurred by a Buyer or any other person:
- a. by reason of any incorrect or incomplete information which may be communicated in the course of this Promotion;
  - b. who relies upon the information in any Advertisement relating to this Promotion or participates in this Promotion; or
  - c. due to the inability of Cedar Woods to provide any aspect of this Promotion as a result of circumstances beyond Cedar Woods' control.

24. To the extent permitted by law, Cedar Woods may cancel or make changes to this Promotion at any time without notice. Such changes may include, but are not limited to, adding or withdrawing Qualifying Land or House & Land Packages, shortening or extending the Promotion Period or changing the 'eligible persons' requirements in Section C.
25. These Terms and Conditions supersede any prior terms and conditions for this Promotion.
26. Cedar Woods may, in its sole discretion, prohibit participation by a Buyer if the Buyer:
  - a. does not comply with these Terms and Conditions;
  - b. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to Cedar Woods, another Buyer or potential Buyer of, or anyone else associated with, this Promotion;
  - c. engages in conduct which is misleading, deceptive, fraudulent, or damaging to Cedar Woods Property Limited's goodwill or reputation; or
  - d. engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion.
27. Cedar Woods' legal rights to recover damages or other compensation from a Buyer are reserved.
28. Failure by Cedar Woods to enforce any of its rights under these Terms and Conditions at any stage does not constitute a waiver of those rights.

#### **SECTION I: PRIVACY CONSENT**

29. The Promoter (Cedar Woods Properties Limited) collects personal information ("PI") for the purpose of conducting this promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, service providers and, as required, to Australian regulatory authorities. Entry is conditional upon providing this PI. The Promoter will also use and handle PO as set out in its Privacy Policy, which can be viewed at <http://www.cedarwoods.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PO for promotional, marketing, research and profiling purposes, including sending electronic messages or telephoning the entrant. In order to do this, the Promoter may share the entrant's details with internal employees who are contract-bound to protect the entrant's privacy. Entrant's may opt out of future promotional communication or request to have their information changed, edited or updated. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

**BEFORE ENTERING INTO A CONTRACT FOR SALE OF LAND YOU SHOULD OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE.**