

Manor Lakes - Terms and conditions of the DFC Hit Refresh Land Rebate Promotion

1. The promoter is DFC (Project Management) Pty Ltd ACN 161 448 139 of Level 1, 863 High Street Armadale, Victoria 3143 (**Promoter**).
2. This promotion (**Land Rebate Promotion**) entitles the Buyer of a Selected Lot to a Rebate, upon Settlement of that Selected Lot, provided that the Buyer satisfies the Rebate Eligibility Criteria.
3. For the avoidance of doubt, this Land Rebate Promotion is only available to Buyers of Selected Lots who meet the Rebate Eligibility Criteria outlined in clause 5 below.
4. This Land Rebate Promotion will run for the Land Rebate Promotion Period, which may be reduced by the Promoter in its absolute discretion. For the avoidance of doubt, the Land Rebate Promotion does not apply to any DFC Contracts entered into or Lots reserved (with or without a holding deposit) outside of the Land Rebate Promotion Period.
5. To be eligible to receive a Rebate under the Land Rebate Promotion, the Buyer must meet the following requirements (**Rebate Eligibility Criteria**):
 - (a) sign and deliver the DFC Contract for a Selected Lot within the Land Rebate Promotion Period via any one of the following methods:
 - (i) hand delivery;
 - (ii) mail;
 - (iii) facsimile;
 - (iv) email; or
 - (v) e-contract portal; and
 - (b) pay the Deposit within 7 days of entry into the DFC Contract;
 - (c) provide the Promoter with evidence (to the Promoters satisfaction, in its discretion) that the Buyer holds finance pre-approval at the time the DFC Contract is signed;
 - (d) effect Settlement no later than:
 - (i) in respect of titled Lots, the earlier of the date that is 65 days from the date on which the DFC Contract is signed and any date separately agreed by the Promoter; or
 - (ii) in respect of untitled Lots, 14 days after the Buyer receives notification that the plan of subdivision for the Selected Lot has been registered; and

- (e) Have not participated in any other incentive programs offered by the Promoter or its Related Entities in connection with the Lot that is the subject of the DFC Contract signed by the Buyer;
 - (f) strictly comply with these terms and conditions and the DFC Contract.
6. If the Buyer meets the Rebate Eligibility Criteria, the balance of the applicable purchase price payable by the Buyer due to the Vendor at Settlement (being the applicable purchase price less the Deposit already paid) will be reduced by the amount of the Rebate. For the avoidance of doubt, the Buyer will not be entitled to receive the Rebate in cash or in any other form - such amount will only be applied as a Rebate to the purchase price payable to the Vendor.
7. By participating in this Land Rebate Promotion, the Buyer acknowledges and agrees that:
- (a) the Promoter, DFC (Services) Pty Ltd ABN 15 089 081 667 and its Related Entities (together, the **Dennis Group**) may collect the Buyer's Personal Information directly from the Buyer or via third parties (such as estate agents, sales agents and referrers);
 - (b) the Dennis Group will use the Buyer's Personal Information to conduct and administer the Land Rebate Promotion (including by considering the Buyer's expression of interest in the Land Rebate Promotion, validating whether the Buyer has met the Rebate Eligibility Criteria, processing the Rebate if the Buyer has met the Rebate Eligibility Criteria);
 - (c) the Buyer's Personal Information may be shared:
 - (i) with the Vendor;
 - (ii) within the Dennis Group; and
 - (iii) with third parties outside of the Dennis Group (such as government agencies, banks, professional advisors, contractors, real estate agents and any other service providers), for the purposes of this Land Rebate Promotion or for related or similar purposes;
 - (d) if the Buyer chooses not to provide any Personal Information that the Dennis Group requests in connection with this Land Rebate Promotion (whether directly or through its agents), then the Buyer may not be able to participate in the Land Rebate Promotion and/or the Dennis Group may not be able to process the Rebate;
 - (e) subject to anything otherwise set out in the DFC Privacy Policy the Dennis Group does not disclose Personal Information outside Australia;
 - (f) the Buyer's Personal Information will be handled by the Dennis Group in accordance with the DFC Privacy Policy which is available upon request or can be viewed at <https://manorlakes.com.au/privacy-policy>

- (g) the DFC Privacy Policy states how the Buyer can seek to access or correct any Personal Information the Dennis Group holds about the Buyer, how to raise a privacy complaint and how the Dennis Group will deal with a privacy complaint if received; and
 - (h) the Buyer can contact the DFC Privacy Policy Officer by email at privacy@denniscorp.com.au or by calling 03 9573 1208.
- 8. By participating in this Land Rebate Promotion, the Buyer consents to receiving communications, including marketing and promotional materials, via electronic means from the Dennis Group.
- 9. The Buyer acknowledges and agrees that the Promoter has not at any time made any warranties or representations about the suitability or impact of this Land Rebate Promotion on the Buyer's circumstances. The Buyer promises the Promoter that it has made all necessary enquiries and sought independent advice on the terms and conditions of this Land Rebate Promotion before participating.
- 10. To the extent permitted by law, the Buyer releases and indemnifies the Promoter and each other member of the Dennis Group and each of their officers, employees, representatives, agents and contractors from all losses, claims or damages suffered, incurred or resulting from or in connection with their participation in this Land Rebate Promotion.
- 11. The Promoter holds the benefit of clause 10 on trust for each member of the Dennis Group and each of their officers, employees, representatives, agents and contractors.
- 12. The following definitions apply in these terms and conditions:
 - (a) **Buyer(s)** means any person who purchases a Selected Lot during the Land Rebate Promotion Period (for the avoidance of doubt, a Buyer does not include a nominee, and nominees will not be accepted for this Land Rebate Promotion).
 - (b) **Deposit** means the deposit amount referred to in the DFC Contract.
 - (c) **DFC Community** means the residential development of the Promoter or its Related Entities that is marketed under the name Manor Lakes.
 - (d) **DFC Contract** means the contract for the sale of a Lot in the DFC Community between the Buyer as the purchaser, DFC (Project Management) Pty Ltd as the Developer, and the following entities - Manor Lakes (Werribee) Pty Ltd and/or MG Pastoral Company Pty Ltd as the Vendors.
 - (e) **Land Rebate Promotion** has the meaning provided in clause 2 of these terms and conditions.
 - (f) **Land Rebate Promotion Period** means 1 March 2021 to 5.00pm on 31 March 2021, unless varied in accordance with these terms and conditions.
 - (g) **Lot** means a lot on a plan of subdivision for a DFC Community and includes 'Lots'.

- (h) **Personal Information** has the meaning given to that term in the *Privacy Act 1988 (Cth)*.
- (i) **Rebate** means a rebate offered to the Buyer under this Land Rebate Promotion and in accordance with the Agreement and the DFC Contract. The amount of the Rebate offered will be determined with the Buyer under the DFC Contract and with reference to the specific Lot purchased.
- (j) **Rebate Eligibility Criteria** means the requirements set out clause 5 of these terms and conditions which a Buyer must satisfy to be eligible to receive the Rebate.
- (k) **Related Entity** or **Related Entities** has the same meaning given to it under the *Corporations Act 2001 (Cth)*.
- (l) **Selected Lots** mean the Lots (both titled and untitled) selected by the Promoter, the particulars of which can be provided upon request.
- (m) **Settlement** means the provision of vacant possession of the Lot to the Buyer, and the acceptance of title and payment by the Buyer of the purchase price and all other money due to the Vendor under the DFC Contract.
- (n) **Vendor** means the party who is listed as the vendor in the DFC Contract.

Manor Lakes – HomeBuilder Acknowledgment

1. Eligibility rules for the HomeBuilder grant are set by the Federal and State Governments. You can access more information here:
<https://treasury.gov.au/coronavirus/homebuilder>,
<https://www.sro.vic.gov.au/homebuilder-grant-guidelines> and
<https://www.sro.vic.gov.au/first-home-owner>.

The HomeBuilder grant may be subject to further changes by way of legislation or regulations enacted by the Federal Government and/or State Government.

By participating in this promotion, customers acknowledge and agree that:

- (i) neither the vendor nor the developer (including their employees, contractors and related entities) have, at any time, made any warranties or representations regarding any customer's eligibility for, or the availability of, any Government grant including HomeBuilder or the First Home Owner's grant;
- (ii) customers will make and rely on their own enquiries, and seek appropriate advice from duly-qualified persons, about the eligibility criteria and the availability of Government grants including the HomeBuilder grant; and

- (iii) any dealing between the customer and developer/vendor is not and will not be conditional on the customer, or the property, being eligible for or securing the HomeBuilder grant or any other Government grant.