

Silverwoods, have your stay at the Sebel Yarrowonga reimbursed upon purchase of a lot.



Applicants to complete

Full Name:

(Name must be the same as purchaser details on Contract of Sale of land)

Lot Number Purchased:

Contract Date:

/ /

Phone Number:

Email Address:

Postal Address:

**** Attach a copy of tax invoice provided by Sebel Yarrowonga that shows your full name, date/s and cost of accommodation and evidence of payment.**

By ticking the boxes below, I declare that I am the Applicant named above and that:

- I have read and understood, and I accept the Terms and Conditions of the Promotion;
- I have read and understood, and I accept the Personal Information Collection Statement and the Silverwoods Privacy Policy; and
- I agree to my personal information being collected, used and disclosed in the manner described in the Personal Information Collection Statement. I agree to notify any person whose personal information I have provided on this form about the Personal Information Collection Statement.

Signature of applicant:

Date:

/ /

Print Name:

Accepted by Silverwoods Team

Signature:

Date:

/ /

Print Name:

Signature:

OFFICE USE ONLY - SILVERWOODS TEAM TO COMPLETE

Eligibility to enter promotion:

- Applicant named above has signed the attached Contract of Sale of land.
- Applicant has paid the full deposit payable to the vendor under the Contract of Sale of land (unless otherwise agreed).
- Application Form and evidence received by email no later than 14 full days prior to settlement under the Contract of Sale.

The Promotion commences on 1st November 2024 and expires on (i) 31st July 2025 or such other date as determined by the promotor; and (ii) the date the Promotion is withdrawn or ended by the Promoter.

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Personal Information Collection Statement

Application for the Silverwoods, have your stay at the Sebel Yarrowonga reimbursed, upon purchase of a lot (Promotion).

As part of entering into a Contract of Sale to purchase land at Silverwoods Estate, 40 Silverwoods Boulevard, Yarrowonga, 3730. (Development) and entering into the Promotion, you will need to read and agree to this Personal Information Collection Statement in addition to the general Silverwoods Privacy Policy at <https://www.lotusliving.com.au/privacy-policy/>

This Personal Information Collection Statement relates to the collection of personal information in relation to the Promotion. The Promotion is operated by Elm Point Operations Pty Ltd 32 169 725 786 (we, us or our).

We collect and use personal information about you to engage with you in relation to the Promotion. We may also use your personal information for related purposes including to request your feedback on the products and services provided by us.

Wherever possible we will collect personal information directly from you including information that you directly supply when submitting your Promotion Application Form. Such information collected includes your name, phone number, email address, street address and points of identification as evidence of your eligibility to apply for the Promotion. If you do not provide all the personal information we request from you, you will not be able to apply for the Promotion.

We may disclose personal information about you to our related entities, third-party agents and service providers to assist us in conducting, administering and publicising the Promotion and providing the Settlement Rebate described in the Terms and Conditions and in the operation of our business to provide the products and services you request. Your personal information will not likely be disclosed to overseas recipients who use personal information to assist us in the operation of our business.

Our Privacy Policy contains information about how you may request access to and correction of personal information we hold about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

You agree to us using your personal information in relation to the Promotion and to promote products and services to you. If you no longer wish to receive promotional information from us, you may advise us of your wish. Our Privacy Policy contains information about how you may send your request to us.

If you have any queries about privacy, please contact our Privacy Officer, Jubilee, Jen Severn, phone 03 9731 9898, or by email jens@bzgp.com.au

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Promoter The Promoter is Lotus Projects Pty Ltd 162 174 521 of Level 35, 2 Southbank Boulevard, Southbank VIC 3006 (Promoter). The development is Silverwoods Estate, 40 Silverwoods Boulevard, Yarrowonga, 3730. (Development).

Terms and Conditions of Application

By completing and submitting the Application Form the applicant purchaser accepts these Terms and Conditions.

Who is eligible for the Promotion?

An application for the Promotion is open to persons who:

- (1) are over the age of 18 years;
- (2) have purchased an Applicable Lot at Silverwoods Estate; during the promotion period; and
- (3) have satisfied the following conditions (Conditions):
 - (a) the Purchaser has entered into a land only Contract of Sale for land in Silverwoods Estate after the 1st November 2024. (Contract of Sale);
 - (b) the Purchaser has settled on the due date under the Contract of Sale (Due Date) and has otherwise complied with its obligations under the Contract of Sale;
 - (c) the Contract of Sale has not been nominated;
 - (d) the Purchaser has submitted, no later than 14 full days prior to the settlement date under the Contract of Sale, a completed Application Form to andrewp@bzgp.com.au.

Purchasers who meet these Conditions are Eligible Purchasers. For the avoidance of doubt, an Eligible Purchaser is the first purchaser of the land under the Contract of Sale and this Promotion is not available to any subsequent or nominated purchaser of the Contract of Sale.

The Promotion may only be claimed once per Contract of Sale. Employees of the Promoter are not eligible to apply.

Any Eligible Purchaser who, in the opinion of the Promoter, tampers or interferes with the entry mechanism of the Promotion in any way, or who does not properly comply with the entry process, will be ineligible for the Settlement Rebate and the Promotion shall no longer apply to any Contract of Sale for that Purchaser.

This Promotion is not available to an Eligible Purchaser if the Eligible Purchaser purchases a Lot within Silverwoods Estate which is being sold with a builder rebate. For the avoidance of doubt, a builder rebate is a rebate being offered by a builder in conjunction with a Lot within Silverwoods Estate.

How to apply for the Promotion

Purchasers must complete the Application Form at the time of entering into a Contract of Sale and have the Application Form signed by the Promoter. The Promoter will not accept any applications that are illegible and/or incomplete (Failed Application) and the Promoter accepts no liability for failure to successfully process a Failed Application. Upon receipt of the Application Form and any other required documents under the Conditions, the Promoter will confirm in writing that it determines that the Purchaser's eligibility for the Promotion.

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Dates of Promotion

The Promotion commences on 1st November 2024 and expires on (i) 31st July 2025 or such other date as determined by the promotor; and (ii) the date the Promotion is withdrawn or ended by the Promoter.

The Promoter reserves the right to withdraw, cease or extend the Promotion at any time. Eligible Purchasers up to the time that the Promoter publishes a notice to withdraw or end the Promotion will remain eligible for the Promotion. Any Contracts of Sale entered into after the Promotion is withdrawn or ended will not be eligible for the Promotion. Notification of the Promotion being withdrawn or ended will be published on the Promoter's Website.

What is the have your stay at the Sebel Yarrowonga reimbursed promotion?

The Promoter will reimburse the cost of up to a two-night stay for two people in a Studio Garden View Room at The Sebel Yarrowonga, up to a value of \$600 (inclusive of GST), by way of a rebate at settlement of the Contract of Sale, provided the Eligible Purchaser has met all the conditions of the promotion. The reimbursement applies to accommodation costs only; all other expenses, including food and beverages, are at the cost of the purchaser. To be eligible, the purchaser must complete the form attached to the Terms and Conditions. The rebate is personal to the Eligible Purchaser, non-transferable, non-exchangeable, and not redeemable for cash.

How to redeem the promotional offer

The vendor under the Contract of Sale (Vendor) will pay the amount of up to \$600 (inclusive of GST) via a settlement adjustment to the Eligible Purchaser at settlement of the Contract of Sale, provided the Eligible Purchaser has submitted a valid application at least 14 days prior to the settlement date, subject to the settlement occurring in accordance with the terms of the Contract of Sale.

The Eligible Purchaser will only be entitled to the Settlement Rebate if it effects settlement on the due date under the Contract of Sale (Due Date) and has fulfilled all other obligations under the Contract of Sale. Nothing in these Terms and Conditions detracts from the Vendor's rights against the Eligible Purchaser in the event that the Eligible Purchaser fails to effect settlement of the Contract of Sale on the Due Date or otherwise defaults under the Contract of Sale, including but not limited to the Vendor's right to claim penalty interest from the Eligible Purchaser in accordance with the Contract of Sale. If the Eligible Purchaser does not meet these Terms and Conditions, including these conditions relating to the redeeming of the Settlement Rebate, the Promotion shall no longer apply to any Contract of Sale for that Purchaser. The Purchaser will no longer be eligible for the Settlement Rebate and forfeits any claim in relation to the Settlement Rebate.

Once the transfer of the Settlement Rebate has been effected by the Vendor, the Promoter, the Vendor and each of their related entities are fully discharged from any further liability and/or responsibilities in connection with the Promotion.

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General The Promotion is governed by the laws of the State of Victoria, Australia. The Promoter accepts no responsibility for any tax liabilities that may arise from a Purchaser receiving the Settlement Rebate in the Promotion. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss of revenue or profit), property damage or personal injury suffered or sustained in connection with the Promotion, participation in the Promotion or accepting the Settlement Rebate. The Purchaser releases and discharges the Promoter and anyone acting on the Promoter's behalf from any claim, allegation, cause of action, proceeding, demand, debt, liability, obligation, cost or expense of any nature however it arises and whether at law, in equity, under statute or otherwise in relation to the Purchaser's application to the Promotion, participation in the Promotion or receipt of the Settlement Rebate. If, for any reason whatsoever, the

Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves its right in its sole discretion to take any action that may be available, subject to any State and Territory laws.

Where the Promoter is not the same entity as the Vendor and notwithstanding that the Vendor may not be a party to these Terms and Conditions, the Promoter holds the benefit of these Terms and Conditions on trust for, and may enforce these Terms and Conditions directly against the Purchaser on behalf of, the Vendor.

Contact Us If you have any queries in relation to the Promotion, please contact Andrew Phillips, Financial Controller, Lotus Living on (03) 9731 9898 or by email on andrewp@bzgp.com.au

Visit our website for more information
silverwoodsyarrowonga.com.au