



Terms and Conditions of the Rebate Promotion – January 2020

1. The Promoter is offering a rebate promotion where all Buyers who purchase a Lot in the DFC Community and satisfy the Eligibility Criteria can receive a Rebate on Settlement of the DFC Contract (**Promotion**).
2. The Promotion commences on 10 January 2020 (**Commencement Date**) and expires at 5.00pm on 31 May 2020 (**Promotion Period**). The Promotion Period may be reduced by the Promoter in its absolute discretion. For the avoidance of doubt, the Promotion does not apply to any DFC Contracts entered before the Commencement Date.
3. To be eligible to receive a Rebate under the Promotion, a Buyer must:
 - (a) sign and deliver the DFC Contract for a Lot within the Promotion Period via any one of the following methods:
 - (i) hand delivery;
 - (ii) mail;
 - (iii) facsimile; or
 - (iv) email.
 - (b) pay the Deposit within 7 days of entry into the DFC Contract;
 - (c) effect Settlement no later than:
 - (i) For a titled lot, 60 days from contract signing; or
 - (ii) For untitled lots, 14 days from registration of title; and
 - (d) strictly comply with these terms and conditions and the DFC Contract.
4. Despite the terms and conditions of other rebates and incentives offered by the Promoter (**Other Rebates**) the Buyer will not be prevented from receiving the Rebate in addition to one Other Rebate.
5. For the avoidance of doubt any builder referral programs or incentives offered by the Promoter (or its Related Entities) are strictly excluded from the Promotion.

6. If the Buyer meets the 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 as cash or in any other form other than as a set off against the applicable purchase price.
7. By participating in this Promotion, the Buyer acknowledges and agrees that:
 - (a) the Promoter, Dennis Family Corporation 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) Dennis Group will use the Buyer's personal information to conduct and administer the Promotion (including by considering the Buyer's expression of interest in the Promotion, validating whether the Buyer has met the Eligibility Criteria, and processing the Rebate if the Buyer has met the 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 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 Promotion (whether directly or through its agents), then the Buyer may not be able to participate in the Promotion and/or the Dennis Group may not be able to process the Rebate;
 - (e) the Dennis Group does not generally 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://www.denniscorp.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 complain about a privacy breach and how the Dennis Group will deal with a privacy complaint; and
 - (h) the Buyer can contact the DFC Privacy Policy Officer by email at privacy@denniscorp.com.au or call 03 9573 1208.
8. By participating in this 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 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 Promotion before participating in this Promotion.

10. The Buyer releases and indemnifies the Promoter and each other member of the Dennis Group from all losses, claims or damages suffered or resulting from or in connection with any part of this Promotion to the extent permitted by law.
11. The following definitions apply in these terms and conditions:
 - (a) **Buyer** means a buyer of a Lot who participates in the Promotion.
 - (b) **DFC Community** means the residential development of the Promoter or its Related Entities that is marketed by the Promoter under the name Ashbury.
 - (c) **DFC Contract** means the contract for the sale of a Lot in the DFC Community which includes the Buyer as the purchaser and the developer that is DF (Armstrong Creek) Developments Pty Ltd ACN 130 772 771 or one of its Related Entities as parties to that contract.
 - (d) **Deposit** means the deposit amount referred to in the DFC Contract.
 - (e) **Eligibility Criteria** means the requirements set out clause 3 of these terms and conditions which a Buyer must satisfy to be eligible to receive the Rebate.
 - (f) **Lot** means selected lots designated by the Promoter:
 - (i) on a registered plan of subdivision; or
 - (ii) on an unregistered plan of subdivision,
within the DFC Community.
 - (g) **Other Rebate** has the meaning provided in clause 4.
 - (h) **Promoter** means DF (Armstrong Creek) Developments Pty Ltd ACN 130 772 771 of Level 1, 863 High Street, Armadale, Victoria 3143.
 - (i) **Promotion** has the meaning provided in clause 1 of these terms and conditions.
 - (j) **Promotion Period** has the meaning provided in clause 2 of these terms and conditions.
 - (k) **Rebate** means a rebate offered to the Buyer under this Promotion (and subject to the requirements of these terms and conditions) the amount of which will be determined by DFC in its discretion with reference to the specific Lot being purchased and which amount will be notified to the Buyer prior to execution of the relevant DFC Contract.
 - (l) **Related Entity** or **Related Entities** has the same meaning given to it under the *Corporations Act 2001* (Cth).
 - (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.