

CAYDON

TERMS AND CONDITIONS

The following terms and conditions apply to the 'Live Mortgage Free' Campaign at the HOME By Caydon estate (**Promotion**).

Promoter

The **Promoter** is Caydon Home Development Pty Ltd ABN 70 639 695 695 of L2/436 Johnston St Abbotsford VIC 3067.

Terms and Conditions of Promotion

The Purchaser acknowledges their consent to providing their personal information to the Promoter and agrees to and accepts these Promotion terms and conditions.

Promotion Lots

The lots of land subject to the Promotion are the available 2 or 3 Terrace Home, Skyhome or Apartment at the HOME By Caydon estate sold during the Promotion Period at HOME By Caydon (**Promotion Lots**).

Who is eligible for the Promotion?

The Promotion is available to any **Purchaser** who:

- (a) is a natural person;
- (b) is 18 years of age and over;
- (c) during the Promotion Period has paid a deposit prior to entry into a contract of sale at for a Promotion Lot; and
- (d) has entered into an binding contract of sale of land between the Purchaser as the purchaser and the relevant vendor, for the purchase of a Promotion Lot (**Contract of Sale**) at HOME By Caydon.

Promotion dates

The Promotion applies to Contracts of Sale entered into from 9 am AEST on **4 July until 31 August 2022** or all Promotion Lots are sold (**Promotion Period**). The Promoter, may at its discretion, end or extend the Promotion Period by publishing a notice at the Sales Office with the dates of the amended promotion period. These terms and conditions apply to any amended promotion period.

Promotion Offer

Subject to these terms and conditions, the Promoter is offering to an eligible Purchaser that, if the Purchaser obtains a loan to settle the Promotion Lot and grants a mortgage to the financier over the title to the Promotion Lot as security for the repayment of the loan (**Mortgage**), the Promoter will provide the Purchaser a rebate (unless otherwise directed by the Promoter) at settlement of the Contract of Sale of an amount equal to the Purchaser's mortgage payment (principal and interest) for a period of 12 months from the settlement date of the Contract of Sale (**Rebate**).

The Rebate payable to the Purchaser is calculated on:

- (a) the Purchaser paying a 5% deposit upfront for the Promotion Lot and a total of a 20% deposit at the time of settlement to the financier; and
- (b) the secured mortgage interest rate is no more than a 4.54% two-year fixed interest rate on a principal and interest home loan.

The value of the Rebate will vary per Promotion Lot and be determined by the Promoter as at the date of execution of an Contract of Sale for the Promotion Lot. The maximum amount payable for the Rebate is up to 5% of the purchase price of the Promotion Lot.

The Promoter will not be liable for any shortfall in the value of the estimated rebate when compared to the actual mortgage entered with ones bank at the time of settlement.

How will the Rebate be applied?

The Rebate will be adjusted in favour of the eligible Purchaser by the vendor at settlement of the Contract of Sale and results in an adjustment (reduction) of the balance of the purchase price payable

by the Purchaser at settlement. Therefore the Purchaser will be required to pay the full deposit upon signing the Contract of Sale and the Rebate will reduce the balance payment payable by the purchaser at settlement.

Rebates are limited to one per Contract of Sale. The Rebate is not transferable or exchangeable and cannot be taken as cash. The Purchaser forfeits all their rights and the Rebate is not payable if:

- (a) they fail to settle on the settlement date specified in their Contract of Sale;
- (b) these terms and conditions are not satisfied for any reason whatsoever; or
- (c) the Purchaser breaches any term of their Contract of Sale.

Will the Purchaser still need to pay their Mortgage?

The Purchaser is still liable for all Mortgage repayments for their Promotion Lot.

Personal Information

The Purchaser acknowledges that it provides certain information on to the Promoter to be used by the Promoter for future promotional purposes. Individual's personal information cannot be disclosed without the individual's consent. Personal information will be handled in accordance with the Contract of Sale and the Promoter's Privacy Policy which can be viewed online at <https://caydonproperty.com/au/about/privacy-policy>.

General

The Promotion is governed by the laws of the state of Victoria, Australia. All other terms and conditions in the Contract of Sale apply. To the extent of any inconsistency between these terms and conditions and the Contract of Sale, the Contract of Sale will prevail. The Purchaser should refer to the special conditions in the Contract of Sale. Loan interest rate and minimum deposit required is specific to each purchaser. The Rebate cannot be taken in conjunction with any other offer made by the Promoter from time to time without the Promoter's prior written approval. The Promotion is not an offer of finance. Independent financial, legal or other professional advice should be sought by the Purchaser. The Promoter takes no responsibility and is not liable for the purchaser's stamp duty, strata levies or other tax liabilities or government charges. To the extent permitted by law, the Promoter: (a) accepts no responsibility for any damage, loss or liabilities that may arise from an eligible purchaser receiving a Rebate; (b) shall not be liable for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss revenue or profit) or personal injury suffered or sustained in connection with the Promotion or accepting or using the Rebate; and (c) accepts no responsibility for any variation in the value of the Rebate in the Promotion. 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 corrupt or affect 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 State and Territory regulations. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion for any reason the Promoter's circumstances change or the Promotion is not available.

If you have any queries in relation to any of the above terms and conditions, please contact us on 03 9416 3400.