

TERMS AND CONDITIONS

Googong \$20,000 (including GST) Rebate Promotion ('Promotion')

Promotion Details

1. *In these terms and conditions and any marketing materials and advertisements relating to the Promotion, Googong means Googong Township Pty Ltd (ACN 154 514 593).*
2. *The Promotion runs from 25 January 2020 until 16 March 2020 ('Promotion Period').*
3. *The Promotion is only valid for Eligible Lots during the Promotion Period, and is correct as at the time of publication, but may change at Googong's absolute discretion at any time.*
4. *Only select lots in the proposed development at Googong are eligible for the Promotion and Googong has absolute discretion as to which lots are eligible lots ("Eligible Lots").*
5. *Googong gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any advertisement, publication or statement except for any liability which cannot be excluded by law.*
6. *The Promotion cannot be used in conjunction with any other offer from Googong.*

Eligibility

7. *Each purchaser who complies with the following conditions will receive the Rebate (as defined in clause 8):*
 - a. *the purchaser must be one of the first twenty (20) purchasers to have sales instructions issued by Googong in respect of an Eligible Lot during the Promotion Period;*
 - b. *On or before 16 March 2020, the purchaser must pay a refundable holding deposit of \$1,000, execute and return the sales instructions, issued under clause 7(a) along with evidence of finance pre-approval for purchase of the Eligible Lot, which in Googong's reasonable opinion is sufficient to complete a contract of sale for the sale of the Eligible Lot;*
 - c. *the purchaser must enter into a contract of sale for an Eligible Lot on or before 31 March 2020 and settlement under the contract of sale must be due to occur no later than 15 May 2020 ('Purchase Contract');*
 - d. *the purchaser must pay the deposit specified in the Purchase Contract in accordance with the Purchase Contract;*
 - e. *the purchaser under the Purchase Contract must be the original purchaser named in the sales instructions and must not be a nominee of the original purchaser, a company or a registered builder;*
 - f. *the purchaser must not breach any obligations in the Purchase Contract; and*
 - g. *the purchaser must complete settlement of the purchase of the Eligible Lot in accordance with the Purchase Contract on or before the date specified in the Purchase Contract.*

8. *Each purchaser who complies with clause 7 will receive \$20,000 (including GST) cash back ("**Rebate**") in accordance with these terms and conditions:*
 - a. *Only 1 Rebate will be given by Googong in respect of any Eligible Lot regardless of the number of purchasers of any Eligible Lot; and*
 - b. *Googong will pay the rebate rebate as an adjustment in favour of the purchaser at settlement.*
9. *Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Rebate are the sole responsibility of the recipient thereof.*
10. *The Rebate is subject to these terms and conditions and is not transferable.*
11. *In the event of any dispute as to eligibility for the Promotion or the Rebate, including a decision by Googong to offer a Rebate to a purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined by Googong and Googong's decision will be final and binding.*
12. *Purchasers acknowledge that if they receive a Rebate they:*
 - a. *are bound by all terms and conditions relating to the Rebate and the Promotion;*
 - b. *agree not to make any claim or objection against Googong; and*
 - c. *if required by law, will disclose the Rebate to its financiers, relevant authorities and government agencies.*

General Terms of the Promotion

13. *Googong will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion except for any liability which cannot be excluded by law, nor for any restriction of Googong's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.*
14. *Googong may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Eligible Lots or shortening or extending the Promotion Period.*
15. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

Privacy

16. *Googong collects personal information in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Googong may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the individual informs Googong otherwise.*
17. *Googong may also share individuals information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Googong may also disclose personal information to third parties as required by Australian regulatory authorities.*
18. *Googong is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to Googong's privacy policy. To view Googong's privacy policy please visit <http://www.Googong.com.au/Home/About%20Googong/Privacy.aspx>. Participants should direct any request to access, update or correct personal information to Googong.*