

\$10,000 Cashback and 6 month rent free promotion terms and conditions

Terms and Conditions

- 1) Only Purchasers that have been provided with this letter and signed the Purchaser Acknowledgement on page 4 are eligible to claim the \$10,000 cashback and 6 month rent free on the purchase of the home.
- 2) You can only claim this promotion in your own name, which must correspond with the purchaser's name in the Contract for Sale of the home.
- 3) This promotion cannot be claimed in conjunction with any other offer or discount.
- 4) This promotion is only applicable to the first deposit paid by a purchaser. The \$10,000 cashback and 6 month rent free promotion is not applicable to a purchaser that elects to rescind or terminate a Contract for Sale and re-enter into another Contract for Sale to purchase a home from Ingenia.
- 5) Ingenia may determine in its absolute discretion whether a purchaser is eligible to claim this promotion.
- 6) Ingenia may reclaim the \$10,000 cashback and 6 months rent free from the purchaser if the purchaser withdraws from the purchase of the home, rescinds or terminates the Contract for Sale and associated Residential Site Agreement post settlement for any reason, including rescission in accordance with any applicable statutory cooling off rights or consumer protection.
- 7) Ingenia can rely on these Terms and Conditions even if Ingenia learns of a Depositor's ineligibility after Ingenia has applied the promotion to the ineligible Purchaser. Payment of the \$10,000 Cashback and 6 month rent free value by the Purchaser may be required by Ingenia if this occurs.
- 8) Late, incomplete, illegible or indecipherable claims will be rejected and deemed invalid. You must ensure timely and correct payment of settlement funds is provided by **Monday 30th April 2018** in accordance with the Contract for Sale with correct and accurate personal information and dates as reasonably required.
- 9) Ingenia may in its absolute discretion declare any \$10,000 Cashback and 6 month rent free claim void or invalid if you:
 - a. directly or indirectly disrupt, threaten, abuse, harass, annoy or attempt to do any of these things to Ingenia, its officers, employees, consultants, contractors, representatives and agents;

- b. tamper with the promotion claim process;
 - c. engage in any conduct that is misleading, deceptive, fraudulent or damaging to Ingenia's reputation.
- 10) If the \$10,000 Cashback and 6 month rent free promotion is not capable of being conducted as reasonably anticipated in any way due to any reason beyond Ingenia's reasonable control, Ingenia may in its absolute discretion, to the fullest extent permitted by law, cancel, modify, suspend or terminate the \$10,000 Cashback and 6 month rent free promotion as it deems appropriate.
- 11) This promotion is not transferrable, exchangeable or redeemable for cash.
- 12) To the full extent permitted by law, you undertake to indemnify Ingenia, its officers, employees, consultants, contractors, representatives and agents in full against all claims, demands, losses, damages, costs, expenses or liabilities of any kind whatsoever directly or indirectly arising from or in relation to this promotion.
- 13) To the full extent permitted by law Ingenia (including its officers, employees, consultants, representatives and agents) excludes all liability including negligence for any injury, loss or damage of any kind, including loss of opportunity, directly or indirectly arising in any way out of this promotion, including but not limited to any claim that is late, misdirected, damaged, lost or altered, whether received by Ingenia or not, due to any reason.

How to Claim

The \$10,000 Cashback will be applied to the purchase price of the home on your settlement statement in anticipation of settlement taking place on a date no later than **Monday 30th April 2018** in accordance with the Contract for Sale. On expiry of the 6 month rent free period you will become liable to pay the site fee in accordance with your residential site agreement.