

Modeina - Terms and conditions of the \$7K Spring Bonus Promotion

1. The promoter is DFC (Project Management) Pty Ltd ACN 161 448 139 of Level 1, 863 High Street Armadale, Victoria 3143 (**Promoter**).
2. This \$7K Spring Bonus' promotion (**Spring Bonus Promotion**) comprises the following components:
 - (a) the Land Rebate Promotion - see clauses 10 to 14 (inclusive); entitles the Buyer of a Selected Lot to a Rebate, upon Settlement of that Selected Lot, provided that the Buyer satisfies the Rebate Eligibility Criteria.
 - (b) the Builder's Offer. This offer is not offered by the Promoter and is offered by a third party. The Builder's Offer is subject to separate terms and conditions and eligibility criteria set out below:

An air-conditioning upgrade worth \$3,500 is provided by the Builder to the Buyer who signs a Building Contract with the Builder for a Selected Lot during the Spring Bonus Promotion Period. This offer is available until sold out. This offer cannot be applied to previous purchases and is not redeemable for cash or discount to the price of the Building Contract. Any enquiries about this should be directed to the Builder.

General terms and conditions

3. The Buyer may be eligible for all of the components of the Spring Bonus Promotion.
4. This Spring Bonus Promotion will run for the Spring Bonus Promotion Period, which may be reduced by the Promoter if all Selected Lots are sold or if reasonably required by the Promoter due to circumstances beyond its control, including where its business requirements no longer support the continuation of this promotion. For the avoidance of doubt, the Spring Bonus Promotion does not apply to any DFC Contracts entered into or Lots reserved (with or without a holding deposit) outside of the Spring Bonus Promotion Period.
5. By participating in this Spring Bonus Promotion (or any component of the Spring Bonus Promotion), the Buyer acknowledges and agrees that:
 - (a) the Promoter, DFC (Services) 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) 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 Spring Bonus Promotion or for related or similar purposes; and

- (iv) as required by law;
 - (c) if the Buyer chooses not to provide any Personal Information that the Dennis Group requests in connection with this Spring Bonus Promotion (or any component of the Spring Bonus Promotion), (whether directly or through its agents), then the Buyer may not be able to participate in the Spring Bonus Promotion (or any component of the Spring Bonus Promotion);
 - (d) subject to anything otherwise set out in the DFC Privacy Policy the Dennis Group does not disclose Personal Information outside Australia;
 - (e) 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://modeina.com.au/privacy-policy>
 - (f) 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 raise a privacy complaint and how the Dennis Group will deal with a privacy complaint if received; and
 - (g) the Buyer can contact the DFC Privacy Policy Officer by email at privacy@denniscorp.com.au or by calling 03 9573 1208.
6. By participating in this Spring Bonus Promotion (or any component of the Spring Bonus Promotion), the Buyer consents to receiving communications, including marketing and promotional materials concerning other products and services offered by the Dennis Group, via electronic means from the Dennis Group.
7. 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 Spring Bonus Promotion (or any component of this Spring Bonus Promotion) on the Buyer's circumstances. The Buyer warrants to the Promoter that it has made all necessary enquiries and sought independent advice on the terms and conditions of this Spring Bonus Promotion (or any component of the Spring Bonus Promotion) before participating.
8. To the extent permitted by law, the Buyer releases and indemnifies the Promoter and each other member of the Dennis Group and each of their officers, employees, representatives, agents and contractors from all losses, claims or damages suffered, incurred or resulting from or in connection with their participation in this Spring Bonus Promotion (or any component of the Spring Bonus Promotion).
9. The Promoter holds the benefit of clause 8 on trust for each member of the Dennis Group and each of their officers, employees, representatives, agents and contractors.

Land Rebate Promotion terms and conditions

10. The Land Rebate Promotion entitles the Buyer of a Selected Lot to a Rebate, upon Settlement of that Selected Lot, provided that the Buyer satisfies the Rebate Eligibility Criteria.
11. For the avoidance of doubt, the Land Rebate Promotion is only available to Buyers of Selected Lots who meet this Rebate Eligibility Criteria outlined in clause 12 below.
12. To be eligible to receive a Rebate under the Land Rebate Promotion, the Buyer must meet the following requirements (**Rebate Eligibility Criteria**):
 - (a) sign the Building Contract for a Selected Lot with the Builder within the Spring Bonus Promotion Period and deliver the Building Contract to the Builder, before the Buyer signs and deliver the DFC Contract as required under clause 12(b);
 - (b) sign and deliver the DFC Contract for a Selected Lot within the Spring Bonus Promotion Period via any one of the following methods:
 - (i) hand delivery;
 - (ii) mail;
 - (iii) facsimile;
 - (iv) email; or
 - (v) e-contract portal; and
 - (c) pay the Deposit within 7 days of entry into the DFC Contract;
 - (d) provide the Promoter with evidence (to the Promoter's satisfaction, in its discretion) that the Buyer holds finance pre-approval at the time the DFC Contract is signed;
 - (e) effect Settlement no later than:
 - (i) in respect of titled Lots, the earlier of the date that is 45 days from the date on which the DFC Contract is signed and any date separately agreed by the developer; or
 - (ii) in respect of untitled Lots, 14 days after the Buyer receives notification that the plan of subdivision for the Selected Lot has been registered; and
 - (f) not have participated in any other incentive programs offered by the Promoter or its Related Entities in connection with the Lot that is the subject of the DFC Contract signed by the Buyer;
 - (g) strictly comply with these terms and conditions and the DFC Contract.
13. If the Buyer meets the Rebate 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 in cash or in any other form - such amount will only be applied as a Rebate to the purchase price payable to the Vendor.

14. By participating in this Land Rebate Promotion, the Buyer acknowledges and agrees that the Dennis Group will use the Buyer's Personal Information to conduct and administer the Land Rebate Promotion (including by considering the Buyer's expression of interest in the Land Rebate Promotion, validating whether the Buyer has met the Rebate Eligibility Criteria, processing the Rebate if the Buyer has met the Rebate Eligibility Criteria);

Definitions

15. The following definitions apply in these terms and conditions:
 - (a) **Builder** means Soho Living Australia Pty Ltd ACN 147 394 367 (Builder registration number CDB-U 50036);
 - (b) **Builder's Offer** means a \$3,500 split system heating and cooling upgrade (offered by the Builder) for the dwelling to be constructed on a Selected Lot. This offer is not offered by the Promoter and is offered by a third party. The Builder's Offer is subject to the Builder's separate terms and conditions and eligibility criteria as set out in clause 2(b);
 - (c) **Buyer(s)** means any person who purchases a Selected Lot during the Spring Bonus Promotion Period (for the avoidance of doubt, a Buyer does not include a nominee, and nominees will not be accepted for this Spring Bonus Promotion (or any component of this Spring Bonus Promotion)).
 - (d) **Deposit** means the deposit amount referred to in the DFC Contract.
 - (e) **DFC Community** means the residential development of the Promoter or its Related Entities that is marketed under the name Modeina.
 - (f) **DFC Contract** means the contract for the sale of a Lot in the DFC Community between the Buyer as the purchaser, the Promoter and the Vendor.
 - (g) **Land Rebate Promotion** has the meaning provided in clause 10 of these terms and conditions.
 - (h) **Lot** means a lot on a plan of subdivision for a DFC Community and includes 'Lots'.
 - (i) **Personal Information** has the meaning given to that term in the *Privacy Act* 1988 (Cth).
 - (j) **Rebate** means a rebate offered to the Buyer under this Land Rebate Promotion and in accordance with the Agreement and the DFC Contract. The amount of the Rebate offered will be determined with the Buyer under the DFC Contract and with reference to the specific Lot purchased.

- (k) **Rebate Eligibility Criteria** means the requirements set out clause 12 of these terms and conditions which a Buyer must satisfy to be eligible to receive the Rebate.
- (l) **Related Entity** or **Related Entities** has the same meaning given to it under the *Corporations Act 2001* (Cth).
- (m) **Selected Lots** mean the Lots (both titled and untitled) selected by the Promoter, the particulars of which can be provided upon request.
- (n) **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.
- (o) **Spring Bonus Promotion Period** means 28 August 2021 to 5.00pm on 26 September 2021, unless varied in accordance with these terms and conditions.
- (p) **Vendor** means the party who is listed as the vendor in the DFC Contract.