

## BACKYARD UPGRADE PROMOTION - GENERAL INFORMATION

### Background to the Promotion

1. Amex Bullsbrook Pty Ltd as Trustee for the Amex Bullsbrook Unit Trust (**Seller**) has introduced a promotion for buyers who purchase an eligible lot within Kingsford Estate – Bullsbrook (**Promotion**).
2. Subject to the terms and conditions of the Promotion, which are set out in summary form below, the Seller has agreed to contribute towards the costs incurred by each eligible buyer at Kingsford Estate – Bullsbrook in securing the addition of certain improvements to the buyer's Kingsford lot up to a maximum amount of \$10,000.00 including GST (**Sum**) on all eligible lots\*.
3. The improvements are to be in the nature of a backyard upgrade to the buyer's Kingsford lot an outdoor barbeque and/or an outdoor furniture setting, or such other improvements as may be first agreed between the buyer and the Seller (**Upgrades**).
4. Payment of the Sum will only be made directly to the landscape contractor and the barbeque/outdoor furniture supplier nominated by the Seller.

### SUMMARY OF TERMS AND CONDITIONS

The following paragraphs, which are supplied for general information purposes only, comprise a summary of the terms and conditions of the Promotion.

#### Payment Preconditions

Before a buyer can request payment of the Sum, the following requirements must apply or have been satisfied (as the case may be):

1. The Promotion only applies to eligible\* lots at Kingsford Estate - Bullsbrook, Western Australia (**Eligible Lots**).
2. The Promotion is only open to natural persons over the age of 18 and who are acting personally (**Eligible Buyers**). The Promotion is not open to companies or registered builders or persons acting as an agent on behalf of others.
3. The Promotion is only open to Eligible Buyers who enter into a contract (**Contract**) with the Seller to purchase an Eligible Lot (**Property**).
4. The Contract must:
  - a. be entered into after 9:00am (Perth time) on 1<sup>st</sup> April 2019 and before 5:00pm (Perth time) on 31<sup>st</sup> January 2021 (**Promotion Period**);
  - b. be unconditional (except that it may be subject to finance and the issue of a separate certificate of title for the Property); and
  - c. contain a 'Backyard Upgrade Annexure' which sets out the terms and conditions for the Promotion (**Promotion Annexure**). \*\*

5. The buyer must have paid the Deposit by the time specified in the Contract.
6. Settlement must occur in accordance with the timeframes agreed in the Contract and prior to 30<sup>th</sup> June 2021.
7. The buyer must only use the Seller's nominated landscape contractor and barbeque/outdoor furniture supplier.
8. The buyer must request the Seller to commence any landscaping works comprising any separately offered landscaping incentives, so that the Seller can arrange for the carrying out of the works comprising the backyard upgrade concurrently with the works comprising the landscaping incentives.
9. The buyer must not be in breach of these terms and conditions or the Contract.
10. The buyer must claim the contribution to the Upgrades within 36 months of settlement under the Contract.

#### **Payment of the Sum**

11. Any Sum in respect of the Upgrades is to be claimed in accordance with the separate instruction sheet provided by the Seller.
12. Payment of a contribution up to the Sum will only be made by the Seller directly to the nominated landscape contractor and/or barbeque/outdoor furniture supplier.
13. The Sum is not payable if the buyer has ceased to be the registered proprietor of the Property at the time the contribution is claimed.

#### **Other terms and conditions**

14. The Seller is not liable for any warranty or defect issues that may arise in relation to the Upgrades, and the buyer must not make any claim against the Seller in relation to such issues.
15. The benefits conferred on the buyer under the Promotion Annexure in respect of the Sum will not be transferable to another person.
16. The Promotion cannot be used in conjunction with any other campaign promoted by the Seller.
17. To the extent permitted by law, under no circumstances will the Seller be liable to the buyer for any indirect or consequential loss arising out of or in connection with the buyer's participation in the Promotion or any breach of the Promotion Annexure by the Seller. The Seller's liability under the Promotion Annexure will be limited to that amount of the Sum (if any) that the Seller is contractually required to pay under it.
18. No third party will be able to acquire any rights under the Promotion Annexure.

19. The Seller may, in its unfettered discretion, cancel the Promotion before the end of the Promotion Period, or may use terms and conditions upon which the Promotion is offered (including as to the amount of the Sum) that are different from the terms and conditions that are outlined in this document. However, the Seller will not be able to change the terms and conditions that are contained in a Promotion Annexure that forms part of a binding contract of sale unless the buyer agrees to that change in writing.

\* Speak to the Kingsford Sales Consultant to confirm Promotion details and eligible lots.

\*\* Speak to the Kingsford Sales Consultant regarding the Backyard Upgrade Annexure.