

Customer Energy Promotion \$10k Rebate

1. **Promotion** Banyan Place \$10k Energy Rebate
2. **Promoter** Growland Group Pty Ltd
Level 27, 150 Lonsdale Street
MELBOURNE VIC 3000

Billing: 100 Lecky Development Pty Ltd.
3. **Participant**
 - (a) Where the Participant is a company, the participant must be duly incorporated and registered in Australia; and
 - (b) Where the Participant is an individual or multiple individuals:
 - i. each individual must be 18 years of age; and
 - ii. each of the individuals must be a person who is lawfully entitled to reside in Australia permanently.

4. **Definitions**

Business Day means a day that is not a Saturday, Sunday or declared public holiday in the state of Victoria.

Energy Bills means all applicable tax invoices pertaining to gas or electricity services that have been received over the period of no less than a year that contribute to the cost of powering the Participant's home. Energy Bills can be collected in the period between the date the Qualifying Contract of Sale has been signed by the Participant until construction of the house on the Qualifying Lot has been completed.

Energy Rebate means the lesser of:

- (a) \$10,000; and
- (b) where the Participant:
 - (i) opts for a contribution to the Participant's energy bills, the total amount spent on the Participant's energy and gas bills for the 12 months preceding settlement of the Qualifying Contract of Sale; or
 - (ii) opts to install Solar Panels and Solar Battery on its home to be constructed at Banyan Place Estate, the costs of installing the Solar Panels and Solar Battery.

Banyan Place Estate refers to the development situated at 100 Lecky Road, Officer and developed by Growland Group Pty Ltd.

Promotion Period means the period commencing 9.00 am AEST on **23 September 2023** and ending on 5.00 pm AEST on **31 October 2023**.

Qualifying Lot refers to select lots listed on the most current pricelist supplied by Growland, excluding any townhouse lot.

Qualifying Contract of Sale means a contract of sale duly exchanged between the Vendor and the Participant which:

- (a) is unconditional and the Participant has not exercised any right to cool off;

- (b) is for the purchase of a Qualifying Lot; and
- (c) the Participant has paid the deposit in clear funds.

Nominated residence refers to the place of residence that matches the Participant's identification documents (i.e. Drivers License). The Promoter will accept energy bills from one nominated residence only. If the nominated residence for a Participant changes within the period of one year from signing the Qualifying Contract of Sale, the Participant must provide appropriate supporting documents to verify this (i.e. Driver's License or leasing agreement).

Solar Panels (or solar cell panel, solar electric panel, photo-voltaic module or PV panel) refers to the installation of an assembly of photovoltaic solar cells mounted on a frame that has been designed to absorb the solar energy for generating electricity or heating. These panels must be installed on the roof of a newly built home on a Qualifying Lot within the Estate to be eligible.

Solar Battery refers to a power storage device that enables storage of the energy that has been generated by Solar Panels. The Promoter will regard the installation of a solar battery for all intents and purposes as the same as installing Solar Panels as a way to reduce the costs of future energy bills for that Qualifying Lot and as such for the purposes of this campaign contribute to the cost of installation of a solar battery.

Vendor means the vendor of a Qualifying Lot.

5. Participation

- (a) To be eligible to receive the Energy Rebate:
 - i. the Participant must enter a Qualifying Contract of Sale with the Vendor;
 - ii. the Participant must select the rebate option it requires the Energy Rebate to be applied to. The Vendor will contribute towards one of the following options to the value of the Energy Rebate:
 - a. contributing to the cost of energy bills collected over the period of one year from signing the Rebate Deed at the Nominated Residence. Energy Bills can be collected in the period between the date the Qualifying Contract of Sale has been signed by the Participant until completion of construction of the house on the Qualifying Lot; or
 - b. contributing to the cost of installation of solar panels at the completion of their home;
 - iii. the Participant must install solar panels in accordance with the Banyan Place Estate Design Guidelines. The Promoter reserves the right to deny the Participant the Energy Rebate if installation does not meet the requirements set out in the Banyan Place Estate Design Guidelines;
 - iv. the Participant must retain proof of energy bills in the form of tax invoices to present to the Vendor when requested before any part of the Energy Rebate will be deposited in the Participant's nominated bank account; and
 - v. the Participant must settle on their Qualifying Lot in accordance with the Qualifying Contract of Sale.

- (b) Within 60 Business Days of the Promoter confirming that either:
 - i. the Participant has completed the installation of the Solar Panels or Solar Battery in accordance with these Terms and Conditions; or
 - ii. the Participant has presented copies of valid Energy Bills collected for no less than one year from the date of the Qualifying Contract of Sale,

and the Promoter is otherwise satisfied that the Participant has complied with the terms of the Qualifying Contract of Sale and these Terms and Conditions, the Energy Rebate will be deposited into the Participant's nominated bank account.

6. Further Terms

- (a) The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the Energy Rebate.
- (b) The Energy Rebate is a one-off payment available to the original purchaser of the Qualifying Lot (or its nominee) only.
- (c) All taxes which may be payable, as a consequence of receiving the Energy Rebate are the sole responsibility of each Participant.

7. Limitation

- (a) There is only one Energy Rebate available for each Qualifying Contract of Sale for a Qualifying Lot. Where a Participant consists of multiple persons, the Energy Rebate will be offered jointly to all such persons.
- (b) Participants who:
 - i. during the Promotion Period have accepted or exchanged a Qualifying Contract of Sale for a Qualifying Lot; and
 - ii. cancel, terminate or fail to settle such Qualifying Contract of Saleare ineligible to receive the Energy Rebate.
- (c) The Promoter may elect to withdraw, vary or terminate the Energy Rebate at any time without notice.

8. Eligibility

- (a) The participant must be at least 18 years of age. The Promoter reserves the right, at any time, to request verification of age, identity, residential address, or any other information relevant to participation in the Promotion of all participants. The Promoter reserves the right to disqualify any participant who provided false information or fails to provide information that is reasonably requested by the Promoter.
- (b) It is the responsibility of each participant to comply with the Promoter's instructions on how to receive their Incentive.
- (c) The Promoter reserves the right to request each participant to provide proof of identity and proof that they are responsible for participating in the Promotion and the Promoter may refuse to provide the Incentive where the participant fails to provide the information reasonably requested by the Promoter.
- (d) It is the participant's responsibility to notify the promoter of any change in their contact or banking details.

9. **Privacy and collection notice**

- (a) The Promoter may collect and use each participant's personal information for the purposes of:
 - i. conducting the Promotion, making public statements and advertisements in relation to the Promotion.
 - ii. providing the Participant's information to third parties and related entities of the Promoter for the purposes of providing information to the Participant about products and services provided by the Promoter and its related entities; and
 - iii. research
- (b) The Participant consents to the use of their personal information as set out in item 9(a).

10. **Marketing**

Each participant agrees to participate, cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed, and recorded. Each Participant authorises the Promoter to use such content for advertising and publicity purposes in any media worldwide.