

## Customer Cash Back on Titled Lots Promotion

1. **Promotion** Banyan Place Cash Back Promotion
2. **Promoter** Growland Group Pty Ltd  
Level 35, 360 Collins Street  
MELBOURNE VIC 3000  
  
Billing: 100 Lecky Development Pty Ltd
3. **Participant** Where the participant is a company:
  - (a) Where the participant is a company:
    - i. 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.
    - ii. each of the individuals must be a person who is lawfully entitled to reside in Australia permanently.
4. **Definitions**

**Promotion Period** means the period commencing 9.00 am AEST on 20 August 2024 and ending on 5.00 pm AEST on 31 October 2024.

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

**Qualifying Land** refers to all titled lots listed on the most current pricelist supplied by Growland.  
This promotion does not apply to townhouse lots.

**Qualifying Contract of Sale** means a contract of sale duly exchanged between the vendor and the participant which:
  - (a) is unconditional and the purchaser has not exercised any right to cool off,
  - (b) for a purchase of a Qualifying Lot; and
  - (c) the purchaser has paid the 5% or 10% deposit in clear funds.

**Titled Lots** refers to a lot that has already received registration at the Titles Office.
5. **Participation**
  - (a) To be eligible to receive the Cash Back Rebate:
    - i. The Participant must enter into a qualifying contract of sale with the vendor.
    - ii. The Participant must settle on their qualifying land lot.

6. **Incentives**
- (a) The promoter will pay the Cash Back Rebate into the purchasers nominated banking account within 60 days of confirming satisfactory completion of participation requirements.
  - (b) 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 Cash Back Promotion.
  - (c) The Incentive is a one-off payment available to the original purchaser of the qualifying lot only. The Promoter reserves the right to withhold payment if the land ownership changes.
  - (d) If any of the Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations, or directions from a regulatory authority.
  - (e) All taxes which may be payable, as a consequence of, receiving an Incentive are the sole responsibility of each participant.
7. **Limitation on Incentives**
- There is only one Incentive available for each qualifying contract of sale. Where a participant is a multiple person participant, then the Incentive will be offered jointly to all such persons.
- Each participant is permitted to receive multiple Incentives during the Promotional Period but must enter into an additional contract of sale on a qualifying lot.
- Participants who:
- (a) At the start of the Promotion Period, have accepted or exchanged a contract of sale for a Qualifying Land; and
  - (b) During the Promotional Period, cancel or terminate such contract of sale are not eligible to receive an Incentive.
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 will 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. Provide 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;
  - 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.