Customer Fencing Rebate

1. **Promotion** — Banyan Place Fencing Rebate

2. **Promoter** — Growland Group Pty Ltd
Level 35, 360 Collins 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**

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

Banyan Place Estate Design Guidelines means the design guidelines set out in https://www.banyanplaceofficer.com.au/wp-content/uploads/2024/05/Banyan-Place-Endorsed-Design-Guideline-v4.pdf, which may be varied by the Vendor from time to time.

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

Corner Lot means any corner lot on a plan of subdivision within the Banyan Place Estate and any other lot with road or reserve frontage on more than one title boundary as notified by the Vendor.

Fencing means the stand-alone side fencing which abuts the road on the Corner Lots to be constructed in accordance with the Banyan Place Estate Design Guidelines.

Fencing Rebate means the following:

A x $100.00

where A = the linear length of the Fencing in metres

Promotion Period means the period commencing 9.00 am AEST on **22 September 2026** and ending on 5.00 pm AEST on **31 December 2026.**

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 Corner Lot; and
(c) the Participant has paid the deposit in clear funds.
(d) The date of execution of the contract falls within the Promotion Period.

Vendor means the vendor of a Corner Lot.

5. **Participation**

(a) To be eligible to receive the Fencing Rebate:

i. the Participant must enter a Qualifying Contract of Sale with the Vendor;

ii. the Participant must settle on their Corner Lot in accordance with the Qualifying Contract of Sale;

iii. the Participant must install Fencing in accordance with the Banyan Place Estate Design Guidelines. The Promoter reserves the right to deny the Participant the Fencing Rebate if installation does not meet the requirements set out in the Banyan Place Estate Design Guidelines;

iv. the Participant must obtain an occupancy permit for the dwelling on the Corner Lot within 12 months of settlement;

v. the Participant must retain proof of the cost of the Fencing in the form of a tax invoice to present to the Vendor when requested before any part of the Fencing Rebate will be deposited in the Participant's nominated bank account;

vi. the Participant must provide photographic evidence of the completed Fencing to the Promoter.

(b) Within 60 Business Days of the Promoter inspecting that the Participant has completed the installation of the Fencing in accordance with these Terms and Conditions and the Promotor is otherwise satisfied that the Participant has complied with the terms of the Qualifying Contract of Sale and these Terms and Conditions, the Fencing 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 Fencing Rebate.

(b) The Fencing Rebate is a one-off payment available to the original purchaser of the Corner Lot (or its nominee) only.

(c) All taxes which may be payable, as a consequence of receiving the Fencing Rebate are the sole responsibility of each Participant.

(d) The maximum amount the Promoter will pay per linear metre of Fencing is $100.00. Any amount incurred in excess of $100.00 per linear metre will not form part of the Fencing Rebate.

(e) Notwithstanding any other provision of these Terms & Conditions, the Participant acknowledges and agrees that the fencing rebate offered under this Promotion and the corner fencing rebate referred to in Special Condition 66.4 of the contract of Sale are mutually exclusive. Eligibility to receive one such rebate automatically renders the Participant ineligible to receive the other, and the Participant shall not be entitled to claim or receive both.

7. **Limitation**

(a) There is only one Fencing Rebate available for each Qualifying Contract of Sale for a Corner Lot. Where a Participant consists of multiple persons, the Fencing 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 Corner Lot; and
   ii. cancel, terminate or fail to settle such Qualifying Contract of Sale

are ineligible to receive the Fencing 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 Fencing Rebate.
(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 Fencing Rebate 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.