



SILVERWOODS

GOLF & LIFESTYLE RESORT  
YARRAWONGA

# Application Form

## Builder's Boost Promotion

Applicant to complete	
<b>Full name</b>	<i>(name must be the same as purchaser details on contract of sale of land)</i>
<b>Contact phone number</b>	
<b>Email address</b>	
<b>Postal Address</b>	
<b>Attach copies of both the contract of sale for the land and the building contract with a nominated builder for the land</b>	
<b>By ticking the boxes below, I declare that I am the Applicant named above and that:</b>	
<input type="checkbox"/>	<b>I have read and understood, and I accept the Terms and Conditions of the Promotion on the reverse side of this Application Form;</b>
<input type="checkbox"/>	<b>I have read and understood, and I accept the Personal Information Collection Statement and the Silverwoods Golf and Lifestyle Resort Privacy Policy; and</b>
<input type="checkbox"/>	<b>I agree to my personal information being collected, used and disclosed in the manner it describes. I agree to notify any person whose personal information I have provided on this form about the Personal Information Collection Statement.</b>
Silverwoods Golf and Lifestyle Resort to complete	
<b>Eligibility to enter promotion</b>	
<input type="checkbox"/>	Purchaser named above has signed the attached contract of sale of land
<input type="checkbox"/>	Purchaser has paid the full deposit payable to the vendor under the contract of sale of land (unless otherwise agreed)
<input type="checkbox"/>	Purchaser has entered into a building contract with a nominated builder within 120 days of the date of the contract of sale ( <b>Sunset Date</b> )
<input type="checkbox"/>	Building contract has become unconditional and any cooling off period under the building contract has expired by the Sunset Date
<input type="checkbox"/>	Contract of sale of land and building contract attached
<input type="checkbox"/>	Application Form received by email within 10 days of the purchaser paying the full deposit under the contract of sale of land and the building contract becoming unconditional and the cooling off period has expired before the Sunset Date

### Personal Information Collection Statement

Application for the Silverwoods Golf and Lifestyle Resort Builder's Boost promotion (**Promotion**).

As part of entering into a contract of sale to purchase land at the development at Silverwoods Golf and Lifestyle Resort Yarrowonga (**Development**) and entering into the Promotion, you will need to read and agree to this Personal Information Collection Statement in addition to the general Silverwoods Golf and Lifestyle Resort Privacy Policy at <https://www.silverwoodsyarrowonga.com.au/privacy-policy>.

This Personal Information Collection Statement relates to the collection of personal information in relation to the Promotion.

The Promotion is operated by Lotus Projects Pty Ltd ABN 38 529 264 196 (**we, us or our**).

We collect and use personal information about you to engage with you in relation to the Promotion. We may also use your personal information for related purposes including to request your feedback on the products and services provided by us.

Wherever possible we will collect personal information directly from you including information that you directly supply when submitting your Promotion Application Form. Such information collected includes your name, phone number, email address, street address and points of identification as evidence of your eligibility to apply for the Promotion. If you do not provide all the personal information we request from you, you will not be able to apply for the Promotion.

We may disclose personal information about you to our related entities, third party agents and service providers to assist us in conducting, administering and publicising the Promotion and providing the Boost and in the operation of our business to provide the products and services you request. Your personal information will not likely be disclosed to overseas recipients who use the personal information to assist us in the operation of our business.

Our Privacy Policy contains information about how you may request access to and correction of personal information we hold about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

You agree to us using your personal information in relation to the Promotion and to promote products and services to you. If you no longer wish to receive promotional information from us, you may advise us of your wish. Our Privacy Policy contains information about how you may send your request to us.

If you have any queries about privacy, please contact our Privacy Officer, Silverwoods Golf and Lifestyle Resort, Peter Bozzo, phone 03 9698 7400, or by email [peterb@bozzogroup.com.au](mailto:peterb@bozzogroup.com.au).



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# Terms and Conditions

## Builder's Boost Promotion

The Silverwoods Golf and Lifestyle Resort Builders Boost promotion (Promotion) is subject to the following terms and conditions:

### Promoter

The Promoter is Lotus Projects Pty Ltd ABN 38 529 264 196 of IBM Centre Level 10, 60 City Road, Southbank VIC 3006 (Promoter). The development is the development known as 'Silverwoods Golf and Lifestyle Resort' at 1-7 Silverwoods Boulevard, Yarrowonga, 3730 (Silverwoods Golf and Lifestyle Resort).

### Terms and Conditions of Application

By completing and submitting the Application Form supplied on the Promoter's website <https://www.silverwoodsyarrowonga.com.au/boost> (Website) the applicant accepts these Terms and Conditions.

### Who is eligible for the Promotion?

An application for the Promotion is open to persons who: (1); are over the age of 18 years; and (2) have satisfied the following conditions (Conditions): (a) they have entered into a contract of sale of land as purchaser (Purchaser) for land in Silverwoods Golf and Lifestyle Resort (Contract of Sale); (b) they have paid the full deposit payable under the Contract of Sale by the due date under the Contract of Sale; (c) the Contract of Sale has not been nominated; (d) they have entered into a HIA building contract (Building Contract) for the construction of a dwelling on the property to be carried out by the Nominated Builder under the Building Contract (Building Works) by the date which is 120 days of the day of sale (Sunset Date); (e) the Building Contract becomes unconditional and any cooling off period under the Building Contract expires by the Sunset Date; and (f) the Eligible Applicant successfully submits a completed Application Form to the Promoter within 10 days of the Conditions (b) and (d) being satisfied together with a copy of the Building Contract and any evidence which demonstrates that it has satisfied Condition (d) (Eligible Applicant).

The Promotion may only be claimed once per Contract of Sale. Employees of the Promoter are not eligible to apply. Any Eligible Applicant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process will be ineligible for the Boost.

### How to apply for the Promotion?

Eligible Applicants must complete an application using the Application Form available on the Promoter's Website. The Promoter will not accept any applications that are illegible and/or incomplete (Failed Application) and the Promoter accepts no liability for failure to successfully process a Failed Application. Entries are limited to one per unconditional contract of sale. Upon receipt of the Application Form, the Promoter will confirm in writing that it determines that the Eligible Applicant is eligible for the Boost.

### Dates of Promotion

The Promotion commenced on 6 April 2019 and continues until the earlier of either (i) the first 20 Eligible Applicants who satisfy these Terms and Conditions; (ii) 31 July 2019 or (iii) the Promotion is withdrawn by the Promoter. The Promoter reserves the right to withdraw or to extend the Promotion at any time. Eligible Purchasers up to the time that the Promoter publishes a notice to withdraw the Promotion will remain eligible for the Promotion. Any contracts of sale entered into after the Promotion is withdrawn will not be eligible for the Promotion. Notification of the Promotion being withdrawn will be published on the Promoter's Website.

### What is the Boost?

The Boost consists of a contribution of 5% of the GST inclusive price for the Building Works under the Building Contract excluding the cost of any variations (Build Price) subject to a maximum amount of \$25,000 (inclusive of GST) for Stage 11 and a maximum amount of \$15,000 (inclusive of GST) for Stage 7. (Boost) to be paid by the Promoter (or its nominee) directly to the Builder. For example, for Stage 11 if the Build Price is \$480,000, the Boost will be \$24,000; if the Build Price is \$550,000, the Boost will be \$25,000 (noting that 5% of the Build Price would be \$27,500 but the Boost is capped at \$25,000). The Boost is non-transferable, non-exchangeable and not redeemable for cash. The Builder Boost promotion only applies and is strictly for Stages 7 and 11 ONLY and not applicable to any other stages in the Silverwoods Golf and Lifestyle Resort development.

### How to redeem the Boost

The vendor under the Contract of Sale (Vendor) will pay the Boost to the Nominated Builder on the last day of the month which is after the later of 28 days after settlement of the Contract of Sale and 14 days after receiving a valid tax invoice from the Builder. The Purchaser must ask the Builder to provide a valid tax invoice for the Boost to the Vendor. The Vendor is not required to pay the Boost until it has received such invoice.

The Boost will be paid as a contribution towards the deposit payable under the Building Contract. The Purchaser is responsible for the Build Price less the Boost paid by the Vendor to the Builder (Build Balance) and the Purchaser must pay any instalments in respect of the Build Deposit and the Build Balance in accordance with the terms of the Building Contract (including any instalment not fully paid by the Boost).

The Purchaser will only be entitled to the Boost if: (1) it effects settlement on the due date for settlement as set out in the particulars of sale to the Contract of Sale (Due Date) and has otherwise complied with its obligations under the Contract of Sale; and (2) the Building Contract is in existence at settlement and the Purchaser has complied with its obligations under the Building Contract. Nothing in these Terms and Conditions detracts from the Vendor's rights against the Purchaser in the event that the Purchaser fails to effect settlement of the Contract of Sale on the Due Date, including the Vendor's right to claim penalty interest from the Purchaser in accordance with the Contract of Sale.

### Nominated Builder

A Nominated Builder means a builder trading under any of the following names or such builder nominated by the Vendor from time to time:

- Afonso Construction
- Bowden Homes
- Cavalier Homes
- Dennis Family Homes
- Hadar Homes
- Hontondo Homes
- Kennedy Builders
- Lekeal
- Metricon Homes
- Simonds Homes

Nominated builders are subject to change and other builders are eligible to participate with approval ONLY from the developer – Lotus Living for the Silverwoods Golf and Lifestyle Resort (Lotus Projects Pty Ltd).

### General

The Promotion is governed by the laws of the state of Victoria, Australia. The Promoter accepts no responsibility for any tax liabilities that may arise from a Purchaser receiving the Boost in the Promotion. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss revenue or profit) or personal injury suffered or sustained in connection with the Promotion or accepting the Boost. If, for any reason whatsoever, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves its right in its sole discretion to take any action that may be available, subject to State and Territory regulations.

### Contact us

If you have any queries in relation to any of the above terms and conditions, please contact Daniel Smith, Project Director, Lotus Living (03) 9698 7400.