



SILVERWOODS

GOLF & LIFESTYLE RESORT  
YARRAWONGA

## Terms and Conditions

### Silverwoods Golf and Lifestyle Resort Price Protection

The Silverwoods Golf and Lifestyle Resort Price Protection (Promotion) is subject to the following terms and conditions:

#### 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**) developed by Lotus Projects Pty Ltd ABN 38 529 264 196 of IBM Centre Level 10, 60 City Road, Southbank VIC 3006 (**Promoter**).

#### Who is eligible for the Promotion?

The Promotion is available for all persons who are over 18 years of age who have entered into an unconditional, binding contract of sale as the purchaser and Lotus Projects Pty Ltd as the vendor (**Vendor**), for the purchase of land at Silverwoods Golf and Lifestyle Resort (**Contract of Sale**) from 6 April 2019 (**Eligible Purchaser**). Employees of the Promoter are not eligible to apply. Any Eligible Purchaser who, in the opinion of the Promoter:

- (a) does not effect settlement of the Contract of Sale on the due date;
  - (b) does not otherwise comply with the Contract of Sale,
- will be ineligible for the Promotion. The Promotion may only be claimed once per Contract of Sale.

#### Which land is eligible for the Promotion?

All Silverwoods Golf and Lifestyle Resort lots subject to a Contract of Sale signed by the purchaser after 6 April 2019 are eligible for the Promotion (**Property**). The Property will be categorised on the Contract of Sale as having one of the following aspects: (1) standard; (2) corner; (3) park; (4) waterfront; or (5) golf front. Any lots which are being resold by purchasers within Silverwoods Golf and Lifestyle Resort will be ineligible for the Promotion.

#### Dates of Promotion

The Promotion commences on 6 April 2019 and continues until withdrawn by the Promoter. The Promoter reserves the right to withdraw 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 Any Contracts of Sale entered into after the Promotion is withdrawn will not be eligible for the Promotion. Notification of the Promotion being withdrawn will be published on the Promoter's website at <http://silverwoodsyarrowonga.com.au/priceprotection> (**Website**).

#### What is the Silverwoods Golf and Lifestyle Resort Price Protection?

From 6 April 2019, the Promoter is offering that if, at the date which is 2 business days before the date of settlement of the Contract of Sale, the Promoter offers on its price list an Equivalent Lot at a lower price per square metre (**Equivalent Lot Per Square Metre Rate**) that is less than the rate in dollars per square metre of the Property (**Property's Per Square Metre Rate**), then the Promoter will procure the Vendor to rebate to the Eligible Purchaser an amount equivalent to the purchase price of the Contract of Sale less the Equivalent price calculated by multiplying the Equivalent Lot's Per Square Metre Rate by the Property's area (as identified in the registered plan of subdivision) (**Rebate**) subject to these terms and conditions (**Price Protection**).

For the purposes of the Silverwoods Golf and Lifestyle Resort Price Protection:

- (a) **Equivalent Lot's Per Square Metre Rate** is the rate in dollars per square metre rate of the Equivalent Lot calculated by dividing the GST inclusive price of the Equivalent Lot by the area of the Equivalent Lot; and
- (b) **Property's Per Square Metre Rate** is the rate in dollars per square metre of the Property calculated by dividing the price listed in the Contract of Sale by the area of the Property in square metres as identified in the registered plan of subdivision.

#### What is an Equivalent Lot?

An **Equivalent Lot** is an unsold lot that is in the Silverwoods Golf and Lifestyle Resort estate which:

- (a) has the same aspect, that is, categorised on the contract of sale as either a standard lot, a corner lot, a park lot, a waterfront lot or golf front lot, as the Property;
- (b) is of equivalent lot size, that is, is the closest in area size to the Property (as identified in the registered plan of subdivision) provided that the area is no greater than 10% more or less than the Property's area.

If there is no aspect identified in the Contract of Sale, the Promoter will determine the aspect of the Property.

#### How will the Rebate be applied?

The Rebate will be adjusted in favour of the Eligible Purchaser by the Vendor at settlement of the Contract of Sale and result in an adjustment (reduction) of the balance of the purchase price payable by the Eligible Purchaser at settlement. Therefore, the Eligible Purchaser will be required to pay the full deposit upon signing the Contract of Sale and any applicable Rebate will reduce the balance payment payable by the Eligible Purchaser at settlement. The Promoter will notify the Eligible Purchaser whether a Rebate is payable.

#### General

All other terms and conditions in the Contract of Sale apply. The Promotion is governed by the laws of the state of Victoria, Australia. To the extent of any inconsistency between these terms and conditions and the Contract of Sale, the Contract of Sale will prevail. This Offer cannot be taken in conjunction with any other offer made by the Promoter from time to time without the Promoter's prior written approval. Prices and availability are subject to change without notice. The Promotion is not an offer of finance. The Promoter accepts no responsibility for any tax liabilities that may arise from a purchaser receiving 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 Price Protection. The Promoter accepts no responsibility for any variation in the value of a Price Protection offered in the Promotion. 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