

Less Mortgage, More Freedom! Promotion

Applicant to complete
Full name <i>(name must be the same as purchaser details on contract of sale of land)</i>
Contact phone number
Email address
Postal Address
Attach copies of both the contract of sale for the land and the loan contract with a nominated financial institution
<p>By ticking the boxes below, I declare that I am the Applicant named above and that:</p> <p><input type="checkbox"/> I have read and understood, and I accept the Terms and Conditions of the Promotion on the reverse side of this Application Form;</p> <p><input type="checkbox"/> I have read and understood, and I accept the Personal Information Collection Statement and the Jubilee Privacy Policy; and</p> <p><input type="checkbox"/> I agree to my personal information being collected, used and disclosed in the manner described in the Personal Information Collection Statement. I agree to notify any person whose personal information I have provided on this form about the Personal Information Collection Statement.</p>
Jubilee to complete
<p>Eligibility to enter promotion</p> <p><input type="checkbox"/> Applicant named above has signed the attached contract of sale of land.</p> <p><input type="checkbox"/> Applicant has paid the full deposit payable to the vendor under the contract of sale of land (unless otherwise agreed).</p> <p><input type="checkbox"/> Applicant has entered into a satisfactory loan contract for the land with a nominated financial institution.</p> <p><input type="checkbox"/> Contract of sale of land and land loan contract are attached, and the names of the Applicant and Purchaser match.</p> <p><input type="checkbox"/> Application Form and evidence received by email no later than 10 full days prior to settlement under the Contract of Sale.</p>

Personal Information Collection Statement

Application for the Jubilee Less Mortgage, More Freedom! promotion (**Promotion**).

As part of entering into a contract of sale to purchase land at the development at Jubilee Wyndham Vale (**Development**) and entering into the Promotion, you will need to read and agree to this Personal Information Collection Statement in addition to the general Jubilee Privacy Policy at <http://myjubilee.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 Oaks Developments Pty Ltd ACN 168 612 842 (**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 Rebate described in the Terms and Conditions 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 personal information to assist us in the operation 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, Jubilee, Peter Bozzo, phone 03 9731 9898, or by email peterb@bozzogroup.com.au.

Less Mortgage, More Freedom! Promotion

The Jubilee Less Mortgage, More Freedom! promotion (Promotion) is subject to the following Terms and Conditions:

Promoter

The Promoter is Lotus Oaks Developments Pty Ltd ACN 168 612 842 of IBM Centre Level 10, 60 City Road, Southbank VIC 3006 (Promoter). The development is the development known as 'Jubilee' at 772 Ballan Road, Wyndham Vale VIC 3024 (Jubilee).

Terms and Conditions of Application

By completing and submitting the Application Form supplied on the Promoter's website myjubilee.com.au/less-mortgage and land.myjubilee.com.au/less-mortgage (Website) the applicant purchaser 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; (2) have purchased a titled lot excluding Lots 1318 and 3711; and (3) have satisfied the following conditions (Conditions): (a) they have entered into a contract of sale of land as purchaser (Purchaser) for land in Jubilee (Contract of Sale); (b) the Purchaser has 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) the Purchaser has entered into a loan contract with a financial institution for the land the subject of the Contract of Sale (Loan Contract); and (f) the Purchaser successfully submits, no later than 10 full days prior to the settlement date under the Contract of Sale, a completed Application Form to the Promoter together with a copy of the Loan Contract and any other evidence that demonstrates to the Promoter's satisfaction that the Purchaser has satisfied these Conditions. Purchasers who meet these Conditions are Eligible Purchasers.

The Promotion may only be claimed once per Contract of Sale. Employees of the Promoter are not eligible to apply. Any Eligible Purchaser who, in the opinion of the Promoter, tampers or interferes with the entry mechanism of the Promotion in any way, or who does not properly comply with the entry process, will be ineligible for the Rebate and the Promotion shall no longer apply to any Contract of Sale for that Purchaser.

How to apply for the Promotion

Purchasers 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. Upon receipt of the Application Form and any other documents required under the Conditions, the Promoter will confirm in writing that it determines that the Purchaser is an Eligible Purchaser for the Promotion.

Dates of Promotion

The Promotion commences on 20 February 2021 and continues until the earlier of (i) 31 May 2021; and (ii) the date the Promotion is withdrawn or ended by the Promoter.

The Promoter reserves the right to withdraw, cease or extend the Promotion at any time. Eligible Purchasers up to the time that the Promoter publishes a notice to withdraw or end the Promotion will remain eligible for the Promotion. Any contracts of sale entered into after the Promotion is withdrawn or ended will not be eligible for the Promotion. Notification of the Promotion being withdrawn or ended will be published on the Promoter's Website.

What is the Mortgage Repayments Rebate?

The mortgage repayments rebate consists of an intended contribution to cover up to the first two years of the Eligible Purchaser's mortgage repayments, calculated exclusively by reference to the loan repayments in respect of the land the subject of the Contract of Sale and subject to a maximum EFT transfer amount of \$25,000 (inclusive of GST) to be paid by the Promoter (or its nominee) directly to the Eligible Purchaser after settlement of the Contract of Sale (Rebate). To the extent that the Rebate provided is not sufficient to cover the first two year's mortgage repayments, the Eligible Purchaser is responsible for the payment of any shortfall or difference between the Rebate and the first two year's mortgage repayments payable by the Eligible Purchaser. The Eligible Purchaser is responsible for making its monthly mortgage repayments and the Promoter will not be making any mortgage repayment directly to the Eligible Purchaser's financier. The Rebate is personal to the Eligible Purchaser, non-transferable, non-exchangeable and not redeemable for cash.

How to redeem the Rebate

The vendor under the Contract of Sale (Vendor) will pay the Rebate to the Eligible Purchaser on the last day of the month following the later of 60 days after settlement of the Contract of Sale and 14 days after receiving a valid Loan Contract from the Eligible Purchaser. The Eligible Purchaser must itself provide or request that the relevant financial institution provide a valid Loan Contract in respect of the Rebate to the Vendor. Under no circumstances will the Promoter or Vendor contact the relevant financial institution to request a copy of the Loan Contract.

The Eligible Purchaser will only be entitled to the Rebate if: (1) it effects settlement on the due date under the Contract of Sale (Due Date) and has otherwise complied with its obligations under the Contract of Sale; and (2) the Loan Contract is in force as at the Due Date and the Eligible Purchaser has complied with its obligations under the Loan Contract to the Vendor's satisfaction. Nothing in these Terms and Conditions detracts from the Vendor's rights against the Eligible Purchaser in the event that the Eligible Purchaser fails to effect settlement of the Contract of Sale on the Due Date or otherwise defaults under the Contract of Sale, including but not limited to the Vendor's right to claim penalty interest from the Eligible Purchaser in accordance with the Contract of Sale. If the Eligible Purchaser does not meet these Terms and Conditions, including these conditions relating to the redeeming of the Rebate, the Promotion shall no longer apply to any Contract of Sale for that Purchaser, the Purchaser will cease being an Eligible Purchaser and the Purchaser will no longer have any claim in relation to the Rebate.

Once the transfer of the Rebate has been effected by the Vendor, the Promoter, the Vendor and each of their related entities are totally discharged from any further liability and/or responsibilities in connection with the Promotion.

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 Rebate 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 of revenue or profit), property damage or personal injury suffered or sustained in connection with the Promotion, participation in the Promotion or accepting the Rebate. The Purchaser releases and discharges the Promoter and anyone acting on the Promoter's behalf from any claim, allegation, cause of action, proceeding, demand, debt, liability, obligation, cost or expense of any nature however it arises and whether at law, in equity, under statute or otherwise in relation to the Purchaser's application to the Promotion, participation in the Promotion or receipt of the Rebate. 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 corrupts or affects 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 any State and Territory laws.

Where the Promoter is not the same entity as the Vendor and notwithstanding that the Vendor may not be a party to these Terms and Conditions, the Promoter holds the benefit of these Terms and Conditions on trust for, and may enforce these Terms and Conditions directly against the Purchaser on behalf of, the Vendor.

Contact us

If you have any queries in relation to the Promotion, please contact Daniel Smith, Project Director, Lotus Living on (03) 9731 9898.