

TERMS & CONDITIONS – Limited Time Offer

The “Five for Five” offer.

1. Frasers Property Australia (“**FPA**”) is offering its customers the Five for Five offer valued at 5% of the land list price subject to these terms and conditions (“**Terms and Conditions**”).
2. The offer is available for the purchase of nominated land lots at each of the following FPA developments:
 - a. Life, Point Cook;
 - b. Wallara Waters;
 - c. The Grove; and
 - d. Mambourin(each an “**Eligible Lot**”).
3. This promotion commences on 1 July 2020 and ends on the earlier of completion of the last contract of sale of the Eligible Lots or 5pm EST on 30 September 2020 (“**Promotion Period**”).
4. To be eligible for this offer, a purchaser of an Eligible Lot (“**Eligible Purchaser**”) must:
 - a. enter into an approved contract for sale for an Eligible Lot during the Promotion Period (“**Contract for Sale**”);
 - b. pay a deposit of 5% of the price (“**Deposit**”) in accordance with the terms of the Contract of Sale;
 - c. provide FPA’s legal practitioner with their tax file number within 5 days of both parties signing the Contract of Sale;
 - d. settles on or before 30 September 2020 and;
 - e. otherwise comply with these Terms and Conditions and the terms set out in the Contract for Sale.
5. Provided the Eligible Purchaser satisfies the eligibility criteria in condition 4, FPA will pay an amount equivalent to 5% of the price under the Contract of Sale (“**Vendor Contribution**”) to FPA’s legal practitioner to be held on trust and deducted from the balance of the price payable at settlement of the Contract for Sale in the same manner as the Deposit is deducted.
6. If the plan for the Eligible Lot has not registered by the day both parties have signed the Contract of Sale and the Deposit plus the Vendor Contribution (“**Total Amount**”) would exceed 10% of the total price under the Contract of Sale, FPA may, at its absolute discretion, not pay that part of the Vendor Contribution that would cause the Total Amount to be more than 10% of the price under the Contract of Sale (“**Retained Contribution Amount**”). If the Vendor does so, then the Vendor Contribution is reduced by the Retained Contribution Amount, and the reduced figure will be the Vendor Contribution.
7. If the Eligible Purchaser is entitled to receive, or receives, a benefit under FPA’s Prosperity Program in respect of the Eligible Lot (“**Benefit**”), the Vendor Contribution will be applied in conjunction with the Benefit.
8. The entitlement to any benefits under this offer is personal to the named Eligible Purchaser. If the Eligible Purchaser nominates an alternate or substitute transferee under the Contract for Sale, or a person other than the Eligible Purchaser becomes entitled to the benefits under the Contract for Sale then the Vendor Contribution will not apply and FPA’s legal practitioner may release the Vendor Contribution to FPA and FPA is not obliged (but may, in its absolute discretion, elect) to provide the Vendor Contribution, or any benefits similar to the Vendor Contribution, to the nominee.

9. The Vendor Contribution does not form part of the Deposit, or any "deposit moneys" as that term is used in the *Sale of Land Act 1962 (Vic)* and will not under any circumstances be deemed to be a reduction in the price under the Contract for Sale.
10. FPA reserves the right to cancel or extend this offer at any time, or to include additional lots as Eligible Lots. FPA reserves the right to withdraw an Eligible Lot from sale or from the offer at any time (before a Contract for Sale of that Eligible Lot is entered into).
11. All terms and conditions in the Contract for Sale apply. To the extent of any inconsistency between these Terms and Conditions and the Contract for Sale, the Contract for Sale will prevail.
12. This offer cannot be taken as a discount on the purchase price under the Contract for Sale.
13. The offer is not available in conjunction with any other offer made by FPA from time to time, without FPA's prior written approval.
14. Prices and availability of Eligible Lots are subject to change without notice.
15. Eligible Purchasers must rely on their own enquiries.
16. The offer is not an offer of finance. FPA takes no responsibility and is not liable for payment of the Eligible Purchaser's stamp duty, any other tax liabilities or government charges or any other outgoings in connection with the Eligible Lot.