

Realm at Austral Rental Subsidy Promotion (**Promotion**)

Terms and Conditions

1. The Promotion is conducted by Canberra Estates Consortium No 55 Pty Ltd ABN 72 602 213 570 and Village No 18 Pty Limited ABN 56 607 916 816 (**Village**).
2. The Promotion opens on 30 December 2019 at 8:00am AEDST and closes on 28 March 2020 at 5:00pm AEST (**Promotion Period**).
3. In order to be eligible to participate in the Promotion, you must:
 - 3.1 be a natural person aged 18 years or over;
 - 3.2 have entered into an unconditional contract (**Contract of Sale**) to purchase from Village a block of land in Stage 2 and/or stage 5 of Village's "Realm" project at Austral (**Land**);
 - 3.3 have paid the deposit in accordance with the Contract of Sale by the date specified in the Contract of Sale;
 - 3.4 complete settlement (as that term is defined in the Contract of Sale) (**Settlement**) in accordance with the terms, and by the date specified in, the Contract of Sale;
 - 3.5 provide a copy (certified by a person who is authorised to witness statutory declarations) of your current lease agreement (**Lease**) to Village;
 - 3.6 complete and return the Village Realm at Austral Rental Subsidy Promotion Application Form; and
 - 3.7 enter into the Village Realm at Austral Rental Subsidy Promotion Agreement,(collectively, **Conditions**).
4. If you meet the Conditions, Village will pay AUD\$500 (inclusive of taxes) per week, payable monthly in arrears towards the rent payable under your Lease (**Rental Subsidy**) up to an aggregate maximum of AUD\$12,000 (inclusive of taxes) (or the aggregate value of all rent payable under the Lease (whichever is the lesser)) for the subsidy period, being the lesser of:
 - 4.1 a period of 24 weeks commencing on Settlement; or
 - 4.2 a period commencing on Settlement and ending on the date that a Certificate of Final Inspection or Occupancy Permit is issued in respect of the premises constructed on the Land,(**Subsidy Period**).
5. The Rental Subsidy will be paid monthly during the Subsidy Period into the Australian bank account nominated in your Rental Subsidy Application Form. The Rental Subsidy is non-exchangeable and non-transferable.
6. You may only apply for one Rental Subsidy for each parcel of Land purchased. However, you may apply for more than one Rental Subsidy (up to the value of the rent payable under the Lease) by purchasing more than one parcel of Land if the rent payable under a Lease is more than the value of a single Rental Subsidy. In respect of each Lease:
 - 6.1 the Lease must be in writing;
 - 6.2 you must be named as a lessee;

- 6.3 you must not be related to, or connected with, the lessor, unless the rent payable under the Lease is at market rates and the Lease is otherwise on arm's length terms;
- 6.4 the property listed in the Lease must be a residential property; and
- 6.5 you must occupy the property listed in the Lease as our principal place of residence.
- 7. Village may request that you produce evidence from time to time of the rental amount paid or payable in relation to the Lease.
- 8. Completion of the Application Form will be deemed to constitute acceptance of these Terms and Conditions. Village may amend, add to, vary or revoke these Terms and Conditions at any time by giving you reasonable notice (including by notifying you that an update has been made to the Terms and Conditions as published on its website).
- 8. If Village determines, in its absolute discretion, that the Promotion is not capable of being conducted for any reason, it reserves the right to modify the Promotion (including by cancelling, suspending or postponing the Promotion). Village may, in its sole discretion, approve or decline any Rental Subsidy Promotion Application.
- 9. You remain solely responsible for ensuring any rent payable under the Lease is paid on time and in full. Village will also not be responsible for:
 - 9.1 technology failure or any other act or omission outside its control (including any failure that results in the Rental Subsidy payments not being received on time); or
 - 9.2 any loss, damage, liability or consequence whatsoever (including interest, penalties and legal costs) suffered by any party arising out of or in connection with the Promotion or the Lease.
- 10. You must notify Village of any change in your circumstances that may affect your eligibility to receive, or continue to receive, the Rental Subsidy. You agree to indemnify Village for any overpayment of the Rental Subsidy (including interest and costs) arising as a result of your failure to notify Village of any change in your circumstances. Village may offset any overpayment in the Rental Subsidy against any other discount, reimbursement or other monies that may be payable to you by Village.
- 11. These Terms and Conditions are governed by the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts in that State.