

Start new start now.

Terms & Conditions



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Promotion: Start New, Start Now
Development: Savana, 23 Brightvale Boulevard, Wyndham Vale VIC 3024

Promotion Terms and Conditions **SCHEDULE to Terms and Conditions**

Promotion	Start New, Start Now
Promoter	AVID Property Group Nominees Pty Ltd (ACN 088 212 631) (AVID) of Suite 2, Level 35, 259 George Street, Sydney, NSW 2000
Development	Savana, 23 Brightvale Boulevard, Wyndham Vale VIC
Participants	Any Buyer other than an AVID employee.
Participation – general	Each Participant is eligible to participate as: a. a single person Participant; b. a multiple person Participant; or c. an entity Participant.
Participation – residency restriction	For single person Participants, participation in the Promotion is only available to residents of Australia.
Participation – age restriction	For single person Participants, participation in the Promotion is only available to persons over 18 years of age.
Promotional Period	From: 9:00am AEST on 5 September 2019 To: 5:00pm AEDT on 20 October 2019
Promotion Period Exclusion	The Promotion does not apply where a holding deposit has been paid to AVID or a Contract has been signed by a Buyer in respect of a Qualifying Property prior to 9.00am AEST on 5 September 2019.
Eligibility to participate	The Promotion is available to each person (a Buyer) who: a. enters into a contract for the sale of land in respect of a Qualifying Property (Contract) during the Promotion Period; b. pays to AVID the deposit required under the Contract in accordance with the Contract terms and conditions; and c. completes the acquisition pursuant to the Contract in accordance with its terms and conditions by the applicable dates and times set out below.
Incentive	Subject to these Terms and Conditions, each Buyer will be eligible to receive the following (Incentive) for each Contract entered into by that Buyer irrespective of the number of lots purchased under the Contract. (a) if the Contract is settled by 5:00pm AEDT on 29 November 2019, 1 (one) VISA Gift Card to the face value of \$10,000 or a price reduction of \$10,000 on the retail price of the Qualifying Property to which the Contract relates; or (b) if the Contract is settled by 5:00pm AEDT on 20 December 2019, 1 (one) VISA Gift Card to the face value of \$6,000 or a price reduction of \$6,000 on the retail price of the Qualifying Property to which the Contract relates. Incentive values include GST depending on which lot is purchased. The VISA Gift Card is subject to separate terms and conditions imposed by the issuer. A copy of such terms and conditions can be obtained by visiting https://universalgiftcard.com.au/terms.aspx To the maximum extent permitted by law AVID does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the VISA Gift Card or for any card faults or defects or if the Buyer is unable to use the VISA Gift Card for any reason including if the VISA Gift Card is damaged or lost.

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Qualification criteria

In order to receive the Incentive, the Buyer must:

- a. enter into a Contract in accordance with these Terms and Conditions and the terms and conditions of the Contract;
- b. satisfy any other condition of eligibility to receive the Incentive as set out in the Contract or as otherwise specified by Promoter;
- c. where the Incentive is a VISA Gift Card, accept the terms and conditions of the card issuer at <https://universalgiftcard.com.au/terms.aspx>; and
- d. complete on the acquisition of the Qualifying Property pursuant to the Contract in accordance with its terms, and by no later than the applicable settlement date and time specified in the "Incentive" clause.

A Buyer will waive the right to receive the Incentive if the completion date of the acquisition of the Qualifying Property pursuant to the Contract is extended at the request of the Buyer or is delayed as a result of the Buyer's default beyond the applicable settlement dates and times specified in the "Incentive" clause.

How to participate

The Promotion is available to each person (a Buyer) who:

- enters into a contract for the sale of land in respect of a Qualifying Property (Contract) during the Promotion Period;
- pays to AVID the deposit required under the Contract in accordance with the Contract; and
- completes the acquisition pursuant to the Contract in accordance with its terms and conditions by no later than the applicable settlement dates and times specified in the "Incentive" clause.

Qualifying Property

The Promotion applies to the following lots for sale by the Promoter at Hillstowe estate (each a Qualifying Property):

Residential land lots in:

- Stage 7 – Lot 707;
- Stage 8 – Lots 803, 805, 817, 833;
- Stage 9a – Lot 906; and
- Stage 9b – Lots 921, 923, 924, 928, 930, 931, 932, 933, 940, 942, 943, 946, 948, 949, 951, 952, 953, 954, 955, 956, 957.

Are there limitations on the Incentive?

There is only one Incentive available for each Contract. Where a Participant is a multiple person Participant, (that is, where more than one person is noted as the buyer or purchaser on the relevant contract of sale), then each Participant will receive the Incentive in pro rata equal shares.

Each Participant is permitted to receive multiple Incentives during the Promotional Period.

Participants who:

- a. as at the start of the Promotional Period, have an accepted or exchanged contract of sale for a residential lot within an AVID residential community participating in the Promotion and during the Promotional Period, cancel or terminate such contract of sale; or
- b. have claimed an incentive under the "Hot Blocks at Savana" promotion, are not eligible to receive an Incentive.

Collection of Incentives

Each Participant must collect their VISA Gift Card from the Savana Sales and Information Centre, 23 Brightvale Boulevard, Wyndham Vale within 2 months of on completion of the acquisition of the Qualifying Property in accordance with these terms and conditions.

If for any reason the Promoter is unable to contact the Participant or the Participant fails to attend at the Savana Sales and Information Centre, 23 Brightvale Boulevard, Wyndham Vale to collect the Visa Gift Card within two months of the Buyer completing the purchase of the relevant Qualifying Property, then the VISA Gift Card will be forfeited and the Participant that could not be contacted or fails to collect the VISA Gift Card will have no claim against AVID.

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Terms and Conditions Section 1 – General

1. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
2. By participating in the Promotion, Participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Sections 1 to 7 of these terms and conditions the Schedule will prevail.
5. Any dispute in relation to the eligibility to participate in the Promotion or receive the Incentive will be determined by the Promoter in its absolute discretion. The Promoter's decision will be final and binding on the Participant.

Terms and Conditions Section 2 – Who can participate

6. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
7. The Promotion is available in conjunction with any other promotion or offer by the Promoter or any related body corporate.

Terms and Conditions Section 3 – How to participate

8. To participate in the Promotion, each Participant must comply with the 'How to Participate' section of the Schedule.
9. A Participant will waive the right to receive the Incentive if the completion date of the acquisition of the Qualifying Property pursuant to the Contract is extended at the request of the Participant or is delayed as a result of the Participant's default, beyond the settlement dates and times specified in the "Incentive" clause.
10. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all Participants. The Promoter reserves the right to disqualify any Participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
11. The Promoter reserves the right, in its sole discretion, to disqualify any Participant who has:
 - a. provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
 - b. breached any of these terms and conditions; and/or
 - c. contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
12. The eligibility of Participants to receive an Incentive is solely within the discretion of the Promoter.
13. The Promoter accepts no responsibility for late, lost or misdirected communications.
14. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
15. If participation in the Promotion requires access to Facebook, Participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
16. If participation in the Promotion requires access to Instagram, Participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any Participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

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Terms and Conditions Section 4 – Incentives

17. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
18. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
19. All taxes (including GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each Participant.
20. The Participant's use of the Incentive is entirely at their own risk. Before the Incentive is provided, the receiver of the Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.
21. The Buyer may not deduct or set off the value of the Incentive from any moneys or debts payable to the Promoter. The Incentive is not transferrable or exchangeable and may not be issued or take as cash.
22. Any taxes, duties, levies or similar charges payable in relation to the receipt of the Incentive are assigned to and are the responsibility of the Buyer.

Terms and Conditions Section 5 – Receiving the Incentive

23. Each eligible Participant that complies with these terms and condition will receive the Incentive.
24. The eligibility of Participants to receive the Incentive is solely within the discretion of the Promoter.
25. It is the responsibility of each Participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
26. The Promoter reserves the right to request each Participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
27. Each Participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each Participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
28. It is the responsibility of each Participant to notify the Promoter of any change to their contact details.
29. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any Participant or other person, subject to applicable laws. These changes may include varying or withdrawing any Qualifying Property from the Promotion or varying the Promotion Period.
30. All information provided is subject to change without notice. Participants should make their own enquiries and satisfy themselves as to whether the information provided is current and correct and if appropriate, seek appropriate advice before entering any Contract.

Terms and Conditions Section 6 – Limit on Liability

31. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then the Participant will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
32. By entering into this Promotion, the Participant is indicating his or her, their or its agreement to be bound by these Terms and Conditions.
33. In consideration for the Promoter entering into a Contract with the Participant and offering an Incentive in accordance with this Promotion the Participant agrees to release and indemnify the Promoter and each of its officers, employees and agents in respect of all claims, liabilities, losses and causes of action whatsoever arising directly or indirectly out of or in connection with the Incentive and any purchase made pursuant to it.

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34. To the maximum extent permitted by law, the Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement relating to the Promotion, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and, except for any liability which cannot be excluded by law, will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such Promotion, advertisement, publication or statement

Terms and Conditions Section 7 – Privacy

35. The Promoter will collect and use each Participant's personal information for the purposes of:
- a. conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
 - b. providing information to the Participant about the products and services offered by the Promoter and its related companies; and
 - c. research to improve its products and services.
36. By participating in the Promotion, Participants consent to the use of their personal information as described in clause 35.
37. Any personal data relating to the Participant or any other entrants will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the AVID Privacy Policy. https://www.avid.com.au/privacy_policy/
38. Participants may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy https://www.avid.com.au/privacy_policy/
39. This is the current version of the promotion Terms and Conditions as of 7 October 2019.