



## **Builder Promotion Agreement**

**PL (Drouin) Pty Ltd ACN 655 842 701 as Trustee for Drouin Trust ABN 97 730 996 446 (Developer)**

**Metricon Homes Pty Ltd, ABN 55 201 276 of 501 Blackburn Rd, Mount Waverley VIC 3149 (Builder)**

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# Builder Promotion Agreement

## Details

### Date

## Parties

Name

Description **PL (Drouin) Pty Ltd ACN 655 842 701 as Trustee for Douin Trust ABN 97 730 996 446**

Notice Details Address PO Box 500, Mermaid Beach, Queensland 4218  
**Developer**

Name

Description **Metricon Homes Pty Ltd ABN 55 201 276 124**

Notice Details Address 501 Blackburn Rd, Mount Waverley VIC 3149  
**Builder**

## Background

- A. The Developer is the developer of the Estate and the owner of the Land.
- B. The Builder and the Developer have agreed to work together in relation to the marketing, selling and development of the Allocated Lots on the terms and conditions contained in this Deed

# Builder Promotion Agreement

## Operative Provisions

### 1. Definitions and Interpretation

#### 1.1 Defined Terms

The following terms have these meanings unless the contrary intention appears:

|                                  |  |
|----------------------------------|--|
| <b>Allocated Lots</b>            | means the lots in the Estate that the Developer allocates to the Builder in writing that will be the subject of this Deed.   |
| <b>Associated Entity</b>         | has the meaning given to that term in section 50AAA of the <i>Corporations Act 2001</i> (Cth).   |
| <b>Build Price Contributions</b> | means the contribution to be paid by the Developer to the Builder pursuant to clause 9 of this Deed and defined in the Terms and Conditions of the Promotion.  |
| <b>Building Contracts</b>        | means domestic building contracts entered into by Purchasers and the Builder for construction of a residential dwelling on an Allocated Lot.   |
| <b>Business Day</b>              | means a day that is not a Saturday, Sunday or public holiday in Melbourne in the State of Victoria.  |
| <b>Confidential Information</b>  | means, regardless of the form of disclosure or the medium used to store it, all confidential information of the Developer, or information treated by the Developer as confidential and of which the Builder first becomes aware, whether before or after the date of this Deed, either through disclosure by the Developer to the Builder or otherwise through the Developer's involvement with the Builder, and includes without limitation: <ul style="list-style-type: none"><li>(a) the fact that the parties have entered into this Deed;</li><li>(b) the identity of the parties (including all Purchasers), and where a party is a corporation or a trustee, the identity of any member, officer, beneficiary or any other person related to that party;</li><li>(c) financial information and other trade secrets and confidential know-how;</li><li>(d) Information regarding the Developer's business and customer lists/databases; and</li><li>(e) all information generated by the Developer based on the Builder's information for the purposes of this Deed.</li></ul> |

but excludes information:

- (f) That is public knowledge (other than as a result of a breach of confidentiality by the Developer or any person to whom it has disclosed the information).

## Builder Promotion Agreement

|                               |   |
|-------------------------------|---|
| <b>Estate</b>                 | means the development known as The Reserve located on the Land.   |
| <b>GST</b>                    | means the goods and services tax under the GST Act.   |
| <b>GST Act</b>                | means <i>A New Tax System (Goods and Services Tax) Act</i> and includes other GST related legislation.  |
| <b>Land</b>                   | means the land located at 165 & 169 Main South Road, Drouin in the State of Victoria and described as Lots 1 and 2 on PS304676V.  |
| <b>Land Contracts</b>         | means the land contracts entered into between the Developer as vendor and the Purchasers for the sale of land of an Allocated Lot.  |
| <b>Purchasers</b>             | means purchasers of Allocated Lots that enter into Building Contracts for the construction of dwellings on the Allocated Lots with the Builder.   |
| <b>Promotion</b>              | means the promotion offered by the Developer in relation to the sale of Allocated Lots where the Developer agrees to provide eligible Purchasers with the Build Price Contribution in accordance with the Terms and Conditions. |
| <b>Promotion Period</b>       | is defined in the Terms and Conditions.   |
| <b>Related Body Corporate</b> | has the meaning given to that term in section 50 of the <i>Corporations Act 2001</i> (Cth).   |
| <b>Terms and Conditions</b>   | refer to the terms and conditions for the Promotion contained in Annexure A to this Deed.   |

### 1.2 Interpretation Rules

In this Deed:

- (a) headings are for reference only and do not affect the meaning of this Deed;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (e) an agreement, representation or warranty:
  - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (f) a reference to:
  - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

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- (ii) a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document;
  - (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them;
  - (iv) a thing includes the whole and each part of it;
  - (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
  - (vi) the president of a body or authority includes any person acting in that capacity;
- (g) a reference to a specific time means the time in Melbourne, Victoria;
- (h) if an act must be done on a specified date which is not a Business Day, the act must be done instead on the next Business Day; and
- (i) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

### **2. Allocated Lots**

- (a) The Developer may allocate lots chosen in its discretion in the Estate to the Builder from time to time by notice in writing for the purposes of marketing house and land packages to prospective Purchasers in accordance with this Deed.
- (b) The Builder acknowledges and agrees that the Developer is not obliged to allocate any lots to the Builder for the purposes of this Deed, and that the allocation of lots to the Builder pursuant to the terms of this Deed is at the sole discretion of the Developer.
- (c) Any Allocated Lots in the Estate may be varied by the Developer from time to time by notice in writing to the Builder at the sole discretion of the Developer, provided that the Developer has not entered into a Land Contract and that the Builder has not entered into a Building Contract for an Allocated Lot pursuant to the terms of this Deed.

### **3. Mutual Obligations of the Parties**

- (a) The parties agree:
  - (i) to act on good faith to facilitate the marketing and promotion of Allocated Lots in accordance with the terms of this Deed to enable the Developer to enter into Land Contracts and the Builder to enter into Building Contracts with Purchasers; and
  - (ii) to maintain a professional relationship with each other and each Purchaser and will not do, allow or cause anything to be done that would damage, diminish or undermine the relationship or reputation of each other with a Purchaser or the general public.
- (b) The Builder acknowledges and agrees that:
  - (i) nothing in this Deed will compel Purchasers to enter into a Building Contract with the Builder and that the Purchasers retain the right to withdraw from negotiations with the Builder at any time; and

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- (ii) the Purchaser may enter into a building contract with any builder of their choice for the construction of a dwelling on an Allocated Lot; and
- (iii) it will uphold the values and reputation of the Developer and agrees to refrain from committing any action that may damage the reputation of the Developer, and that any such action will give rise to a right of termination under clause 11 of this Deed.

### **4. Construction of Dwellings on Allocated Lots**

The Builder must:

- (a) provide the Developer with all plans and specifications, contracts, pricing information and any other documents or information reasonably required by the Developer from time to time to enable the Developer to provide such information onto the Purchasers as required in relation to the sale of an Allocated Lot under a Land Contract;
- (b) ensure that all information provided to the Developer as required by clause 4(a) or any other provision of this Deed is accurate at the time that the information is given and does not contain any misleading or deceptive information. If any of the information supplied by the Builder to the Developer pursuant to clause 4(a) changes, then the Builder must immediately provide updated information to the Developer so that the information held by the Developer remains current and accurate at all times;
- (c) ensure that all the building work required under a Building Contract is completed in accordance with the terms and conditions of the Building Contract and all applicable laws and requirements; and
- (d) notify the Developer in writing within five (5) Business Days if a Purchaser who has entered into a Building Contract for an Allocated Lot withdraws from the Building Contract (**Withdrawal Notice**). The Withdrawal Notice must include the Purchaser's full name, Allocated Lot details, and the reason for withdrawal (if known). Upon receipt of a Withdrawal Notice by the Developer pursuant to this clause, the Developer may issue an invoice to the Builder for reimbursement of any Build Price Contribution paid.

### **5. Marketing and Promotion of Allocated Lots**

- (a) The Developer and the Builder may each independently advertise and promote the Promotion, subject to the terms of this Agreement, provided always that the Terms and Conditions are contained in the marketing materials of each party (or where space is limited, a working hyperlink to such Terms and Conditions, including for example in the case of digital marketing).
- (b) Prior to commencing any independent advertisement or marketing of the Promotion, the Builder must obtain the Developer's prior written approval for all materials relating to the Promotion, including but not limited to any proposed advertisements, brochures, signage, digital content, and other forms of media, with such approval to be given or withheld by the Developer in the Developer's sole discretion.
- (c) Where the Developer approves the Builder's advertising materials under clause 5(b) of this Deed, the Builder acknowledges and agrees that it will not commence marketing the Promotion except within the timeframes approved by the Developer in writing. These timeframes to be approved may include both commencement dates and expiration dates for the Promotion, to be determined by the Developer in the Developer's sole discretion.

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- (d) Upon the Developer notifying the Builder of any variation of the Allocated Lots in accordance with clause 2(c) of this Deed, the Builder must immediately withdraw any marketing of the Promotion for any Allocated Lots that are no longer Allocated Lots for the purposes of this Deed.
- (e) An approval given by the Developer to the Builder pursuant to clause 5(b) does not warrant or represent to the Builder that the materials for the Promotion comply with any applicable laws. The Builder has the sole responsibility to ensure that any materials used to advertise the Promotion comply with any applicable laws, and contain accurate information regarding the Promotion, the Developer and the Allocated Lots.

### **6. Meetings**

- (a) The parties agree to attend meetings (whether in person or virtually) one a month or on such other time frame as agreed by the parties from time to time to discuss all communications relating, but not limited to, any and all Purchasers who have acquired Allocated Lots and may be eligible to receive the Build Price Contribution in accordance with the provisions of this Deed.

### **7. Land Contract Process**

- (a) A Land Contract shall be deemed to have been entered into with respect to an Allocated Lot when:
  - (i) the Developer receives payment of any deposit amount agreed to by the Purchaser and the Developer;
  - (ii) a price acceptable to the Purchaser and Developer is agreed with respect to the Allocated Lot; and
  - (iii) the Developer secures the execution of the Developer and the Purchaser to a Land Contract for the acquisition of an Allocated Lot on an unconditional basis except for the registration of a plan of subdivision.
- (b) Nothing in this Agreement obligates the Developer to enter into a Land Contract with a Purchaser for an Allocated Lot unless the Developer is satisfied with the terms and conditions of the Land Contract in all respects and in the Developer's sole discretion, including but not limited to its price and deposit.

### **8. Build Price Contribution**

- (a) The Developer agrees to pay the Builder the Build Price Contribution in relation to an Allocated Lot within the Developer's trading terms as notified to the Builder from time to time, but in any event on the last of the following conditions to be satisfied:
  - (i) 120 days from the settlement date under the Land Contract; and
  - (ii) receipt by the Developer of a copy of the Building Contract and receipt of a tax invoice from the Builder for the Build Price Contribution.
- (b) The Builder agrees and acknowledges that the Build Price Contribution is not payable by the Developer if any of the conditions referred to in clause 8(a) of this Deed are not met or if the conditions referred to in the Terms and Conditions are not met.

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### **9. GST**

#### **9.1 Interpretation**

In this clause 9:

- (a) **GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related Acts; and
- (b) **Recipient** means a person who receives a taxable supply made under or in connection with this Deed;
- (c) **Supply** means any supply (within the meaning which it bears in the GST Legislation) by the Supplier under this Deed; and
- (d) **Supplier** means a person who makes a taxable supply under or in connection with this Deed.

Other words or expressions that are defined in the GST Legislation have the same meaning in this clause 9.

#### **9.2 Consideration is GST Exclusive**

Except where an amount is expressed as inclusive of GST under this Deed, the consideration to be paid or provided for a supply made under or in connection with this Deed does not include GST.

#### **9.3 Increase for GST**

If GST is imposed on a supply made under or in connection with this Deed, other than the supply of the Land, then:

- (a) the Recipient must pay the Supplier an additional amount equal to the amount of the payment or value of the other consideration for the supply multiplied by the rate of GST; and
- (b) subject to clause 9.5, the additional amount must be paid with the payment or other consideration on which it is calculated.

#### **9.4 Reduction for Input Tax Credits**

If a payment to a party is calculated on the basis of a loss, cost or expense incurred by that party, then the amount payable must be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

#### **9.5 Tax Invoices**

A party need not pay any additional amount under clause 9.3 unless the Supplier has provided a valid tax invoice before the obligation to make the payment arises.

### **10. Confidentiality**

- (a) The Builder, its employees and any and all related owners corporations agree to ensure that the Developer's Confidential Information is kept confidential and is only used for the following purposes:
  - (i) to engage and facilitate discussions, negotiations and the execution of a Land Contract for an Allocated Lot or Building Contract to construct a residential dwelling on an Allocated Lot;

## **Builder Promotion Agreement**

- (ii) to liaise with the Purchaser's conveyancer, legal practitioner, accountant, financial planner or institution, tradespeople, bodies corporate, government, statutory or municipal bodies or other necessary third parties in connection with performing the Builder's obligations under this Deed and who:
  - (A) have a need to know (and only to the extent that each has a need to know); and
  - (B) before disclosure have been directed by the Builder to keep confidential all Confidential Information of the Developer,
- (b) The Builder is not permitted to collect, use or store the Developer's Confidential Information other than as necessary in accordance with this Deed.

### **11. Term and Termination**

- (a) This Deed continues for the Promotion Period unless terminated by one of the parties.
- (b) Any party shall have the right to terminate this Deed:
  - (i) due to the default of the other party, by giving notice of termination where the non-defaulting party has first served a notice of default in writing identifying the default and providing not less than 14 days to the defaulting party to remedy the default and the defaulting party has failed to remedy; or
  - (ii) without the default of the other party, on the provision of 7 days' notice in writing to another party but any termination in these circumstances will not affect any accrued rights or remedies or obligations under this Deed.
- (c) On termination of this Deed:
  - (i) the Builder's rights to use the Developer's Confidential Information will cease other than in relation to the information the Builder is required to disclose in order to comply with any reporting obligations to government or regulatory authorities; and
  - (ii) the Builder must immediately return all Confidential Information to the Developer.

### **12. Miscellaneous**

#### **12.1 Notices**

- (a) A notice under this Deed:
  - (i) must be given in writing and sent by email, or post with recorded delivery, or delivered;
  - (ii) may be given on behalf of a party by the party's solicitor; and
  - (iii) may be sent to the recipient's solicitor or the recipient's address shown in this Deed unless that party has notified the other parties of a new address.
- (b) A notice, is taken to be received:
  - (i) if delivered, on delivery;

## **Builder Promotion Agreement**

- (ii) if sent by prepaid post, two Business Days after the date of posting;
- (iii) if sent by email, at the time of sending to the party's or the party's solicitors last known email address.

### **12.2 Electronic Transactions Act**

- (a) The parties give their consent to one another for information and documentation being given by electronic communication in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*.
- (b) The parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name;
  - (iv) physically signed on paper and scanned electronically.

### **12.3 Counterparts**

This Deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument. The parties consent to the exchange of counterparts by facsimile or by email attachment.

### **12.4 Costs**

Each party must pay their own costs relating to this Deed.

### **12.5 Remedies for Breach**

- (a) Subject to clause 11(b), if a party breaches this Deed and the other party is materially prejudiced by the breach then the non-breaching party may (at their option):
  - (i) terminate this Deed; or
  - (ii) terminate this Deed and sue the defaulting party for damages; or
  - (iii) sue the defaulting party for damages and specific performance; or
  - (iv) exercise any other legal right the non-defaulting party has because the defaulting party breached this Deed.
- (b) The non-defaulting party must not take any action referred to in clause 12.5(a), unless the provisions of clause 11(b) have first been complied with.

### **12.6 Indemnity**

- (a) If a party breaches this Deed, then it agrees to indemnify the other party against any liability or loss suffered, and any cost incurred because of the breach, including losses and costs incurred because the other party terminates this Deed as a result of the first party's breach.
- (b) Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the party giving such indemnity and survives termination of this Deed.

## **Builder Promotion Agreement**

- (c) It is not necessary for a party to incur expense or make payments before enforcing a right of indemnity conferred by this Deed.

### **12.7 Provisions can be Severed**

If a provision of this Deed is illegal or unenforceable then that provision must be severed from this Deed and the remaining provisions of this Deed continue in force. If only part of a provision is illegal or unenforceable then this clause applies to that part only.

### **12.8 Applicable Law**

The law in force in Victoria applies to this Deed.

### **12.9 Waiver and Variation**

A provision of or a right under this Deed may not be waived or varied except in writing signed by whoever is to be bound.

### **12.10 Further Assurances**

Each party agrees, at its own expense, on request of the other party, to do everything reasonably necessary to give effect to this Deed and the transactions contemplated by it, including the execution of documents.

### **12.11 Entire Agreement**

This Deed:

- (a) is the entire agreement between the parties about its subject matter; and
- (b) supersedes any prior understanding, agreement, warranty, indemnity or representation given or made by a party about its subject matter.

### **12.12 Time of Essence**

- (a) Time is essential.
- (b) If the parties agree to vary a time requirement, it nonetheless remains essential.
- (c) An agreement to vary a time requirement must be in writing.

### **12.13 Confidentiality**

Unless otherwise agreed by the parties in writing, the terms of this Deed are confidential and must be kept confidential (including by a party's authorised agents), save for disclosure to the parties' professional advisers, a proposed Nominee or disclosure required by:

- (a) law;
- (b) the requirements of any government or regulatory authority (including any stock exchange in any jurisdiction);
- (c) the requirement for disclosure to any representative or Minister of the State of Victoria; or
- (d) any court, tribunal or arbitral proceedings, orders or directions.

## Access Agreement

# Annexure A – Terms and Conditions of the “Bank \$10K For your Build” Promotion – The Reserve

### Terms & Conditions

\_\_\_\_\_, 165 & 169 Main South Road, Drouin VIC 3818 (Promotion)

#### PROMOTION DETAILS

1. PL (Drouin) Pty Ltd ACN 655 842 701 as Trustee for Drouin Trust ABN 97 730 996 446 (**Developer**) and participating builders listed at [website] as amended from time to time (**Builder**) propose to offer buyers the Promotion set out in these terms and conditions during the Promotion Period.
2. The Promotion runs from [date] until [date] (**Promotion Period**) or such other dates as notified by the Developer from time to time.
3. The Allocated Lots will include the following lots within the development known as The Reserve, being part of the land located at 165 & 169 Main South Road, Drouin, Victoria 3818 (Allocated Lots):
4. The Promotion is only valid for **Eligible Participants** (as defined below and as approved by the Developer in the Developer's sole discretion) during the Promotion Period, and is correct as at the time of publication, but may change at the Developer's and the Builder's absolute discretion at any time including during the Promotion Period.

#### ELIGIBILITY

5. Purchasers of the Selected Lots in the development known as The Reserve that:
  - enter into Land Contracts for an Allocated Lot and pay a deposit of at least 5% of the price under the Land Contract in accordance with the Land Contract (time being of the essence);
  - enter into the Building Contract and provide the Developer with an executed copy of the Building Contract in relation to the construction of a dwelling on an Allocated Lot with the Builder no later than 14 calendar days before the settlement date under the Land Contract and pay the initial deposit under the Build Contract, in accordance with the Building Contract (time being of the essence);
  - comply with the Land Contract including settling the Land Contract on the due date (time being of the essence); and
  - comply with all terms of the Building Contract,

(**Eligible participants**) which comply with these terms and conditions will:

  - receive a \$7,500.00 (inclusive of GST) cash contribution paid from the Developer directly to the Builder as a contribution towards the build price payable under the Building Contract for an Allocated Lot which will be paid in accordance with the

Developer's trading terms from time to time on the later of 120 days from the settlement date under the Land Contract, receipt by the Developer of a copy of the Building Contract including receipt of a tax invoice for the \$7,500.00 (inclusive of GST) from the Builder (**Build Price Contribution**).

6. In order to be eligible for the Build Price Contribution:
  - a. the Eligible Participant must enter into a binding Land Contract with the Developer and Building Contract with the Builder not later than 14 calendar days before the settlement date under the Land Contract (Eligible Lot);
  - b. the Eligible Participant must pay the deposit specified in the Land Contract and Building Contract in accordance with the terms of those contracts (time being of the essence);
  - c. the Eligible Participant must cause the Land Contract to become unconditional as to any matter within the Eligible Participant's control (including but not limited to the Eligible Participant obtaining unconditional finance approval and FIRB approval (if applicable)) in relation to the acquisition of the Eligible Lot; and
  - d. the Eligible Participant must effect settlement under the Land Contract for the Eligible Lot in accordance with the terms of the contract (time being of the essence); and
  - e. the Eligible Participant must comply with the obligations under the Building Contract.

#### EXCLUSIONS

7. The following parties are excluded from being deemed an Eligible Participant for the purposes of the Promotion:
  - any agents acting on behalf of the Developer or related parties of the Developer;
  - a party that has received any other incentive from the Developer; or
  - purchasers that have previously entered into a contract to purchase a lot at The Reserve.
8. Only one (1) Build Price Contribution will be paid by the Developer and the Builder in respect of any Eligible Lot regardless of the number of purchasers entering to the Land Contract or the Building Contract for an Eligible Lot.
9. Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Build Price Contribution are the sole responsibility of the recipient thereof and the

## Builders Promotion Deed

- Eligible Participant indemnifies the Developer and the Builder in that regard.
10. The Build Price Contribution is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable for monetary payment or a discount or rebate on the purchase price under the Land Contract of an Eligible Lot unless agreed to by the Developer and the Builder (at their absolute discretion).
  11. In the event of any dispute as to eligibility for the Promotion, including a decision by the Developer to offer a Build Price Contribution to an Eligible Purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined solely by the Developer and the Developer's decision will be final and binding.
  12. Eligible Participants acknowledge that if they receive a Build Price Contribution:
    - a. The Developer is not responsible for any construction works under the Building Contract and that sole responsibility for the completion of the construction works under the Building Contract remains with the Builder;
    - b. the Eligible Participants cannot make a claim against the Developer under the Building Contract or at law in relation to the construction works completed under the Building Contract;
    - c. the Eligible Participants are bound by all terms and conditions relating to the Build Price Contribution and the Promotion;
    - d. the Eligible Participants agree not to make any claim or objection against the Developer; and
    - e. the Eligible Participants, if required by law, will disclose the Build Price Contribution to its financiers, relevant authorities and government agencies.
- Promotion except for any liability which cannot be excluded by law, nor for any restriction of the Developer's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.
14. The Developer may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Eligible Lots or shortening or extending the Promotion Period.
  15. In the event that a Purchaser cancels or otherwise terminates their agreement with the Builder after the Developer has paid the Build Price Contribution to the Builder, the Purchaser must notify the Developer within 5 business days of termination.
  16. These terms and conditions supersede any prior terms and conditions for the Promotion.

### PRIVACY

17. The Developer collects personal information in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. The Developer may use the information for promotional, marketing, publicity, research, and profiling purposes, and may contact by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest, until the individual informs the Developer otherwise.
18. The Developer may also share individuals information with other persons or entities who assists it in providing its products or services or running competitions or trade promotions. The Developer may also disclose personal information to third parties as required by Australian regulatory authorities.
19. The Developer is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to the Developer's privacy policy.

### GENERAL TERMS OF THE PROMOTION

13. The Developer will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participants in the

# Builders Promotion Deed

## Signing Page

Executed as a deed.

### Developer

Signed by **PL (Drouin) Pty Ltd ACN 655 842 701 as Trustee for Drouin Trust ABN 97 730 996 446** in accordance with s.127(1) of the *Corporations Act 2001*

\_\_\_\_\_

sign

\_\_\_\_\_

office (director or secretary)

\_\_\_\_\_

full name

\_\_\_\_\_

sign

\_\_\_\_\_

office (director or secretary)

\_\_\_\_\_

full name

### Builder

Signed by **Metricon Homes Pty Ltd ABN 55 201 276** in accordance with s.126 of the *Corporations Act 2001 (Cth)* by its duly authorised representative:

\_\_\_\_\_

signature

\_\_\_\_\_

Position: General Manager, Regional Victoria

\_\_\_\_\_

full name: Simon Taylor

Date: