

The Village Incentive Campaign Website Terms and Conditions

1. The following Terms and Conditions govern the terms of the Campaign. Your participation in this Campaign is subject to these Terms and Conditions and your decision to participate in this Campaign indicates your acceptance of these Terms and Conditions.
2. The Campaign applies only to the Eligible Lots and only then if Economic Development Queensland decides, in its absolute and unfettered discretion, that a Rebate is to apply to an Eligible Lot. For full details of availability for the Rebate, contact The Village Sales & Information Office (located at 12 Riveredge Boulevard, Oonoonba Qld 4811) on 1300 650 689.
3. Subject to these Terms and Conditions, the Campaign potentially entitles a Potential Buyer to receive a Rebate if the Potential Buyer:
 - (a) enters into a Land Contract;
 - (b) complies with all of the terms of the Land Contract and completes the Land Contract in accordance with its terms;
 - (c) satisfies any other condition of eligibility for the Rebate as set out in the Land Contract or as otherwise specified by Economic Development Queensland at any time; and
 - (d) settles the Land Contract in strict accordance with its terms on or before 30 June 2017.
4. The Campaign is not available in conjunction with any other campaign, incentive or offer by Economic Development Queensland.
5. For the avoidance of any doubt, there is no obligation on Economic Development Queensland to provide any Potential Buyer with a Rebate for any Eligible Lot. The decision as to whether any Potential Buyer or any Eligible Lot will receive a Rebate is at the sole and unfettered discretion of Economic Development Queensland at all times and it is possible that although a Potential Buyer enters into a Land Contract for a Eligible Lot, such Potential Buyer may not be entitled to any Rebate whatsoever. The Potential Buyer must not raise, take or make any objection, claim, demand or cause of action (whether based in contract, equity, tort, statute or otherwise) for loss, damage or compensation by reason of the refusal or failure by Economic Development Queensland to offer or provide a Rebate to the Potential Buyer.
6. Any Rebate offered to a Potential Buyer is personal to the Potential Buyer and is not transferrable or assignable to any other person or to any other lot within the Development Site.
7. These Terms and Conditions supersede any previous campaigns, incentives or offers in place that referred to the Eligible Lots, if any.
8. Economic Development Queensland does not warrant that:
 - (a) any Potential Buyer is guaranteed to enter into a Land Contract; or
 - (b) any Potential Buyer is guaranteed to receive a Rebate.
9. The Potential Buyer warrants that at no time whatsoever was the Potential Buyer relying on any representation made by Economic Development Queensland in relation to the Campaign, any Rebate or any other matter whatsoever.
10. Economic Development Queensland reserves the right, in its absolute discretion, at any time and without notice to:

- (a) review the Campaign;
 - (b) vary or discontinue the Campaign; and/or
 - (c) amend, update, or change these Terms and Conditions or any other applicable terms and conditions relating to the Campaign.
11. These Terms and Conditions (and the Land Contract if applicable) constitute the entire agreement between the Potential Buyer and Economic Development Queensland with respect to the Campaign and these Terms and Conditions replace any prior understanding or agreement, written or oral, regarding the Campaign and to the extent of any inconsistency, prevail over the contents of any brochure, or other Campaign material in relation to the Campaign.
 12. Any taxes, other charges, fees or liabilities whatsoever which may be payable as a consequence of receiving the Rebate are the sole responsibility of the Potential Buyer.
 13. Economic Development Queensland and its employees, contractors and agents do not accept any responsibility for misleading or incorrect information provided by third parties other than Economic Development Queensland regarding the Campaign, the Rebate, the Eligible Lots or any other matter whatsoever, including but not limited to its Builder Partners.
 14. The Potential Buyer agrees to indemnify and hold harmless Economic Development Queensland and its employees, contractors and agents against all liability, loss, costs, damages, injury, death or expenses of any kind incurred by Economic Development Queensland and its employees, contractors and agents arising from or in connection with the Potential Buyer's act, omission, negligence or default, failure to comply with these Terms and Conditions, or from the Potential Buyer's violation of any applicable law.
 15. The Potential Buyer releases, waives and forever holds harmless Economic Development Queensland and its employees, contractors and agents from all liability, loss, costs, damages, injury, death or expenses of any kind arising from or in connection with any act, omission, negligence or default Economic Development Queensland and its employees, contractors and agents or otherwise in connection with the Campaign.
 16. Economic Development Queensland will not be liable to any person, including but not limited to the Potential Buyer, for any cost, loss, damage, liability (including tax liability), expense or claim arising whether directly or indirectly in connection with the Campaign, except for any liability which cannot be excluded by law.
 17. The Potential Buyer agrees that Economic Development Queensland may use their details (subject to Economic Development Queensland's Privacy Plan) for future marketing purposes and agree to their details being shared and to receiving emails, for the purpose of promoting The Village. Economic Development Queensland's Privacy Plan can be viewed on the Economic Development Queensland website, being <http://www.dilgp.qld.gov.au/privacy/>.
 18. Economic Development Queensland and its employees, contractors and agents do not accept any liability or responsibility whatsoever arising from any use of contact details or asserted breach of privacy by a Potential Buyer as a result of their participation in the Campaign, except for any liability which cannot be excluded by law.
 19. Classification of a third party as being Builder Partner does not amount to endorsement by Economic Development Queensland of such Builder Partner, nor the warranting by Economic Development Queensland, as to the standard or suitability of any goods or services offered or provided by a Builder Partner. Economic Development Queensland and its employees, contractors and agents accepts no liability whatsoever arising from any subsequent arrangements, agreements, transactions or exchange of goods or services between a Potential Buyer and a Builder Partner. Any arrangements, agreements, transactions or exchange of goods or services between a Potential Buyer and a Builder Partner are at the sole risk of the Potential Buyer and the Builder Partner. It is the sole responsibility of a

Potential Buyer and the Builder Partner to undertake any necessary enquiries and/or due diligence prior to entering into any arrangements, agreements, transactions or exchange of goods or services.

20. Participation in this Campaign is deemed acceptance of these Terms and Conditions by the Potential Buyer.

21. If it is held by a court of competent jurisdiction that:

- (a) any part of these Terms and Conditions are void, voidable, illegal or unenforceable; or
- (b) these Terms and Conditions would be void, voidable, illegal or unenforceable unless any part of these Terms and Conditions is severed,

then that part shall be severable from and shall not affect or derogate from the validity of the continued operation of the rest of these Terms and Conditions.

22. The Potential Buyer agrees that participation in this Campaign does not automatically create a relationship of any sort between Economic Development Queensland and the Potential Buyer, including that of client and agent.

23. The failure by Economic Development Queensland to insist upon or enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any right or remedy of Economic Development Queensland in respect of any existing or subsequent breach of these Terms and Conditions.

24. The laws of Queensland, Australia govern these Terms and Conditions. The parties hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for any cause of action relating to or arising under these Terms and Conditions.

25. In these Terms and Conditions (and all advertisements, brochures and Campaign material relating to the Campaign), unless inconsistent with the context or subject matter:

- (a) **Builder Partner** means any employees, officers, architects, surveyors, designers, builders, contractors or any other persons who may be authorised, permitted or engaged by Economic Development Queensland from time to time to undertake construction or associated activities on any of the lots contained within the Development Site;
- (b) **Campaign** means the incentive campaign operated by Economic Development Queensland to grant to certain Potential Buyers a Rebate on the purchase price of certain Eligible Lots and includes the Rebate where the context requires;
- (c) **Development Site** means The Village Estate, Oonoonba Qld 4811 more particularly described as Lots 1 to 63 on SP243806 Title References 50863504 to 50863566; Lot 6000 on SP243806 Title Reference 50863567; Lot 7000 on SP247154 Title Reference 50863568; Lots 64 to 102 on SP257338 Title References 50905381 to 50905419; Lots 300 to 350 Title References 50916035 to 50916086; Lots 400 to 430 and 499 on SP 268597 Title References 50950909 to 50950939; Lots 500 to 549 on SP 275839 Title References 50992878 to 50992927; Lots 600 to 657 Title References 50951607 to 50951664; Lots 1000 to 1055 Title References 51022288 to 51022343 and Lot 9001 on SP 280605 Title Reference 51022344 and any subsequent reconfiguration of any of those lots and such other land as determined by the Seller from time to time to be progressively developed by the Seller into a residential development;
- (d) **Economic Development Queensland** means the Minister for Economic Development Queensland, a corporation sole constituted under section 8 of the *Economic Development Act 2012* which is the successor in law of The Minister for Industrial Development of Queensland under section 180 of the *Economic Development Act 2012*, its successors and assigns, of Level 14, 1 William Street, Brisbane QLD 4000;

- (e) **Eligible Lot means** any available contained within the Development Site as disclosed by Economic Development Queensland to any Potential Buyer from time to time;
- (f) **Land Contract** means a contract for the sale of land for an Eligible Lot between a Potential Buyer (as buyer) and Economic Development Queensland (as seller).
- (g) **Potential Buyer** means any person, company or other entity who has expressed interest in purchasing an Eligible Lot(s); and
- (h) **Rebate** means a sum of money, the amount of which is to be determined by Economic Development Queensland in its absolute and unfettered discretion, to be paid to the Potential Buyer within a reasonable time after settlement of a Land Contract, provided that the Buyer complies with these Terms and Conditions and the terms of any Land Contract.