

Westwood

“Westwood Stacks Up – up to \$44,000 in grants and bonuses” Campaign

Terms & Conditions as at 14 January 2009

1. The Westwood “Westwood Stacks Up – up to \$44,000 in grants and bonuses” promotion (**Promotion**) commences at 11am AEST on 14 January 2009 and ends at 4pm AEST on 30 March 2009 (**Promotion Period**).
2. The Promotion is available to any person or persons 18 years of age and over who either individually or together (**Buyer**) becomes the registered owner of one or more of the Eligible Lots in accordance with Clause 8 a) and b) of these terms and conditions.
3. Buyers acknowledge that the reference to “bonuses” in all advertising materials in respect to the Promotion is a reference to works carried out as part of the Westwood Advantage Package (**WWA**) and the potential for those Buyers who meet Federal and/or State Government requirements to receive government grants (**Grants**) as a result of purchasing an Eligible Lot.
4. Subject to satisfaction of Clause 2 and in accordance with Clause 8 of these terms and conditions, UPL (SA) Pty Ltd (**Promoter**) offers to provide the WWA referred to in Clause 9.
5. It is the responsibility of eligible Buyers to apply for directly to and meet all criteria stipulated by Federal and State Governments in order to receive the Grants. Buyers should make their own enquiries as to the applicable criteria. Further information regarding Grants can be found at <http://www.revenuesa.sa.gov.au/>.
6. Buyers acknowledge and agree that the Promoter and its joint partners Urban Pacific Limited, Department of Families and Communities and City of Port Adelaide Enfield (**JV Partners**) do not take any responsibility for and have no part in the determination of the provision of Grants or any changes to their eligibility criteria or payment amounts. Buyers hereby release and indemnify and agree to keep indemnified the Promoter and its JV Partners against any and all claims from whosoever in relation to, in connection with or arising from this Promotion and the Buyer’s ability to receive a Grant.
7. The eligible lots that form part of the Promotion are Cottage, Villa, Super Villa, Courtyard, Conventional and Terrace lots in “Central Park Release” marketing document corresponding with Plan of Subdivision DAC 040/D377/08 lodged with Planning SA by Alexander & Symonds on behalf of UPL (SA) Pty Ltd on 1 October 2008 (**Eligible Lots**). All other Westwood lot sites sold for the development of more than one dwelling are not entitled to receive the WWA.
8. To receive the WWA Package, before the end of the Promotion Period a Buyer must:
 - a) enter into a binding unconditional contract of sale for one or more of the Eligible Lots (**Sale Contract**) and contract for construction of a single dwelling with one of the Westwood Builders referred to in clause 15 (**Construction Contract**), during the Promotion Period;
 - b) settle on the purchase of the Eligible Lot(s) in accordance with the Sale Contract.

If the Buyer fails to comply with any of the provisions of this Clause 8, the Buyer will not be entitled to receive the WWA.

9. The retail sale price of each Eligible Lot is inclusive of the WWA and is not additional to this.
10. The WWA is applicable to all Eligible Lots purchased at Westwood during the Promotion Period, irrespective of whether the Buyer matches the government criteria as a First Home Buyer..
11. The WWA is a package of extras comprising the supply and installation of side and rear fencing, decorative front fencing, sandstone pillars, front driveway paving, front landscaping, security alarm and stormwater drainage.
12. The WWA is valued at up to \$19,000 per Eligible Lot. The exact value of the WWA is relative to the size of the block purchased but will not exceed the maximum value of \$19,000 per Eligible Lot.
13. The WWA is non-redeemable for cash or transferable for other services or on-sale of the Eligible Lot(s).
14. For the purpose of these terms and conditions the Westwood project builders are Sterling Homes, Distinctive Homes, Hickinbotham Homes, Rossdale Homes and Homestead Homes (**Westwood Builders**)
15. The WWA can be used in conjunction with any other special offer which a Buyer may be able to negotiate with the Westwood Builders, but will only apply for a limited time.
16. If, for any reason:
 - a) any aspect of this Promotion is not able to be fulfilled/completed; or
 - b) settlement of the Sale Contract does not occur in accordance with the terms of the Sale Contract,the Buyer will not be entitled to receive the WWA
For the avoidance of doubt, any Buyer who fulfils the requirements under these terms and conditions will retain the benefit of those terms and conditions as they applied on the date that the Buyer satisfied Clause 8 b) of these terms and conditions.
17. The Promoter makes no warranties about the accuracy of the information provided and reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion.
18. The Promoter accepts no responsibility for any tax implications or consequences that may arise from the receipt of any benefit by the Buyer. Buyers should seek independent financial advice.
19. Employees of the Promoter, as well as the employees of the Promoter's related entities and consultants, as well as their immediate families and friends, are ineligible to participate in this Promotion unless such persons satisfy the criteria for a Buyer as outlined in Clause 2 above.
20. The Promoter may amend the terms and conditions of the WWA from time to time without further notice to the Buyer.
21. The Promoter will endeavour to complete the Westwood Advantage within 3 months of the Buyer occupying their home. This time frame may be affected by the availability of resources and supply materials.