

# **La Dimora SPECIAL Incentive**

## **No Monthly Maintenance Fee for 5 Years on selected stage 3 villas.**

### **Terms and Conditions**

#### **Schedule**

##### **Promotor**

The "Promoter" is Hidden Valley (VIC) retirement Estate Pty Ltd ACN 169 039  
785 of 5A, 1 Station St Subiaco, WA. 6008 (Owner)

##### **Campaign Period**

Saturday 27<sup>th</sup> July 2024- 30<sup>th</sup> August 2024

##### **Eligibility**

To be eligible for the promotion, participants must be aged 55 years and over and must qualify to live at La Dimora Retirement Resort.

##### **How to Participate**

To participate, each participant must:

- 1- Select an eligible villa at La Dimora Retirement Resort
- 2- Enter disclosure on an eligible unit by the end of the campaign period
- 3- Proceed through the sales process
- 4- Comply with the terms of the contract at all times
- 5- Complete the contract in accordance with its terms
- 6- The promotion cannot be redeemed until settlement occurs

7- Any contract that is cancelled or amended after the end of the Campaign Period will not be eligible for the promotion

### **Eligible Properties**

The Incentive is available only in relation to the following properties and only at La Dimora Retirement Resort, 189 Hidden Valley Boulevard, Wallan, VIC 3756 (Eligible Property):

Lot 308	Livorno
Lot 309	Livorno
Lot 310	Livorno
Lot 311	Medici
Lot 313	Livorno

### **Incentive**

5 years free of the monthly maintenance charge calculated from the date of settlement

### **Incentive Limitations**

- Incentive can only take into effect after settlement has occurred
- Incentive is only eligible on disclosures entered into July 27, 2024.
- There is only one Incentive available for each villa. Where a participant is a multiple person participant, (that is, where more than one person is noted on the relevant contract of sale), then the Incentive will be offered jointly to all such persons.
- Incentives cannot be transferred or redeemed for cash
- Incentives will only be granted to the participants who are listed as tenants on the final contracts
- The incentive amount cannot be exchanged for a monetary discount on the sale of the property
- Incentives will not be paid in conjunction with any other offers
- Incentives only apply whilst the original purchaser is the lease holder. The offer will not be transferred to any other person. Termination of the lease agreement will result in termination of the promotion

## **Part A – Introduction**

1. Information on how to participate in the promotion 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 Parts A to H of these terms and conditions, the Schedule will prevail.

## **Part B- Privacy and collection notice**

5. 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.
6. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.
7. Participants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <https://www.arcadiagroup.com.au/privacy>

## **Part C- Who can participate in the promotion**

8. 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

9. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate

#### **Part D – How to participate in the promotion**

10. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
11. 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.
12. 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.
13. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
14. The Promoter accepts no responsibility for late, lost or misdirected communications.

#### **Part E – Incentives**

15. The incentive is not transferrable, exchangeable or redeemable for cash.
16. If the 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.

17. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
18. 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 indemnify the Promoter against any liability arising from or in connection with the Incentive.

### **Part F – Receiving the incentive**

19. Each eligible participant during the Promotional Period will receive an Incentive.
20. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
21. 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.
22. 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.
23. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

### **Part G – No liability**

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 you 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.

#### **Part H - Termination of promotion**

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.