

## Terms and Conditions

Promotion	Unlock 7-Star Energy Upgrade for Free
Promoter	<p>Soho Living (Australia) Pty Ltd 11/41 Sabre Drive, Port Melbourne VIC 3207</p> <p>The Promoter is a Registered Building Practitioner.</p>
Promotion and Claim Period	<p>This Promotion is available on the Cremorne, Aspen, Hillside, Saint, Saint II, Domaine and Edison Homes with standard inclusions (<b>PreSelected Dwellings</b>).</p> <p>It is only available to eligible customers who:</p> <ul style="list-style-type: none"> <li>(a) has a registered and title land;</li> <li>(b) chooses from a pre-selected set of drawings and upgrades to which is on offer by the Promoter which is available on the <b>PreSelected Dwellings</b>); and</li> <li>(c) enters into a building contract with the Promoter with construction commencing 90 days of the date of such contract.</li> </ul> <p>The Promotion commences on the 3<sup>rd</sup> of June 2024. The Promoter reserves the right to end this Promotion at any time, subject to availability of stock.</p>
Upgrade	<p>Eligible Claimants will receive Upgrades to the PreSelected Dwellings from a 6-Star Energy rating to a 7-Star Energy rating as set out below:</p> <ul style="list-style-type: none"> <li>- Reverse cycle split system (heating and cooling) installed in the living room and bedrooms</li> <li>- Double glazed windows throughout the entire home</li> <li>- Increased insulation throughout the home to external walls and ceilings</li> <li>- Step free entrance to the home</li> <li>- Increased accessibility for bathrooms</li> <li>- Wider interior doors and hallways</li> </ul>
Other terms and conditions	<ol style="list-style-type: none"> <li>1. The details above and the following clauses collectively form the terms and conditions of this Promotion and each claimant is responsible for ensuring his or her familiarity with these terms and conditions at the time of participation. Participation in the Promotion is deemed acceptance of these terms and conditions.</li> <li>2. The Promoter's decision in relation to any aspect of these terms and conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.</li> <li>3. This Promotion is not valid in conjunction with any other offer.</li> <li>4. Claimants can only participate in the Promotion in their own name and those using multiple aliases will be disqualified.</li> </ol>

	<p>5. The Promoter will not be liable for the Upgrade being stolen, damaged or tampered with in any way after it has been installed in the claimant's home.</p> <p>6. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:</p> <ul style="list-style-type: none"><li>(a) disrupts, annoys, abuses, threatens, harasses, or attempts to do any of these things to the Promoter;</li><li>(b) is not eligible claimant as set out in these terms and conditions;</li><li>(c) engages in conduct in relation to this Promotion which is misleading deceptive fraudulent or damaging to the Promoter's goodwill or reputation.</li></ul> <p>7. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.</p> <p>8. As a condition of claiming the Upgrade, the claimant may be required to sign any legal documentation as and, in the form, required by the Promoter and/or Manufacturer.</p> <p>9. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Promotion including but not limited to, where arising out of the following:</p> <ul style="list-style-type: none"><li>(a) Any technical difficulties or equipment malfunction (whether or not under the Promoter's control)</li><li>(b) Any theft, unauthorised access or third party interference;</li><li>(c) Any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;</li><li>(d) Any variation in the Upgrade to that stated in the promotional material;</li><li>(e) Any tax liability or implications incurred by a claimant or</li><li>(f) Use of a gift.</li></ul> <p>10. Immediately upon submission by a claimant, the claim becomes the sole property of the Promoter and all information provided by the claimants will be used by the Promoter for the purpose of administering this Promotion. The Promoter may disclose the claimant's personal information to its contractors and agents for future promotional and marketing material purposes without further reference or</p>
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	<p>compensation to them. If a claimant has any questions regarding their privacy or wishes to opt out of any database they should contact the Promoter directly.</p> <p>11. This Promotion is subject to stock availability. Items in the Upgrade cannot be substituted. The Promoter reserves the right to substitute the Upgrades with items of comparable style, quality and price as necessary.</p> <p>12. The Promoter makes every reasonable effort to ensure the accuracy of the information provided, however, as supply conditions and other factors may change, the Promoter makes no warranties as to accuracy and accept no liability for errors or omissions. By participating in this promotion, the Claimant acknowledges and agrees that they have made all necessary enquiries and sought independent advice on the terms and conditions of the promotion before participating. To the extent permitted by law, the claimant releases and indemnifies the Promoter, its officers, employees, representatives, agents and contractors from all losses, claims or damages suffered, incurred or resulting from or in connection with their participation in this promotion.</p> <p>13. The Promoter may update or amend these terms and conditions from time to time by notifying you of the amendments. The Promoter accepts no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond its control. If any of these terms and conditions are held to be invalid, unenforceable, illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.</p> <p>14. These terms are governed and construed in accordance with the laws of Victoria, Australia.</p> <p>15. If you would like more information about these terms and conditions then please contact the Promoter.</p>
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