

Annexure A - Additional Special Conditions (including project specific conditions)

Home Sweeter Home Gift Card

A Definitions

In this special condition:

Gift Card means a Universal Visa gift card/s or voucher/s for an amount equal to \$10,000.00 (including GST);

offered to the Buyer by the Seller as part of the Seller's "Home Sweeter Home" promotion in accordance with the Promotion Terms and Conditions.

Promotion Terms and Conditions means the full set of terms and conditions that are attached to this Condition.

B Provision of Gift Card

If the conditions in clause C of this special condition are satisfied, the Seller will give the Buyer the Gift Card/s and activation details will be provided within 14 days of Settlement.

C Eligibility conditions

The Buyer will be eligible to receive the Gift Card/s if:

- (1) the Buyer complies with the terms of this Contract at all times without default from the Contract Date and until Settlement; and
- (2) the Buyer completes this Contract on:
 - (a) the Settlement Date first agreed as at the Contract Date without extension or delay; or
 - (b) such earlier date as agreed between the parties.

D Undertakings by the Buyer

The Buyer:

- (1) agrees that it will fully disclose the terms of this special condition to any lender who may finance the Buyer's purchase of the Property promptly following entry into this Contract;
- (2) unconditionally and irrevocably indemnifies the Seller against all Claims which the Seller may incur or suffer in connection with any default under clause D(1) of this special condition; and
- (3) warrants that it has read and understood the Promotion Terms and Conditions.

E Acknowledgements by the Buyer

The Buyer acknowledges and agrees that:

- (1) the Gift Card:

- (a) is not transferable by the Buyer to any person;
 - (b) cannot be redeemed for cash; and
 - (c) is subject to any terms and conditions imposed by the issuer of the Gift Card/s;
- (2) the Seller is not obliged to replace the Gift Card/s in the event that the Gift Card/s is lost, stolen, destroyed or damaged.

F Dispute

- (1) Where there is a dispute in relation to the Buyer's eligibility to receive the Gift Card/s, the Buyer:
 - (a) must not delay Settlement; and
 - (b) must pay the Balance Purchase Price in full at Settlement without adjustment in relation to this special condition.
- (2) If the Gift Card/s has not been given to the Buyer at Settlement and it is determined following Settlement that the Buyer is entitled to the Gift Card/s, the Seller must make the Gift Card/s available to the Buyer promptly following the date on which the determination is made.