

Koindah Waters \$15,000 Indulgence Bonus

Terms and Conditions

1. In these terms and conditions and all advertisements relating to the [Kooindah Waters \\$15,000 Indulgence Bonus \(Promotion Offer\)](#), the Promoter means Clarendon Resort Housing Pty Ltd.
2. The Promotion Offer runs from [3 March 2010](#) until [30 April 2010](#) (**Promotion Period**).
3. The Promotion Offer applies to completed residential homes for sale (being [lots 21, 23, 65 & 160](#) only) by the Promoter at Koindah Waters (New South Wales) (**Qualifying Home**).
4. The Promotion Offer is available to each person (referred to as a **Buyer**) who:
 - a. enters into a binding and unconditional contract for the sale of Qualifying Home (**Contract for Sale**) before [30 April 2010](#);
 - b. pays the balance of the deposit (if applicable) on entering the Contract for Sale within 14 days of the purchaser or their representative receiving the draft Contract for Sale; and
 - c. completes its purchase of the Home in accordance with the Contract for Sale for that Home.
5. The Buyer will not be entitled to receive the Promotion Offer if settlement of the Contract for Sale is extended at the request of the Buyer or as a result of the Buyer's default.
6. Subject to these terms and conditions, the Promotion Offer entitles the Buyer to "Reward Items" comprising specified goods and services or vouchers for the purchase of goods or services at the Koindah Residential Golf & Spa Resort to a total value of [\\$15,000](#) (inclusive of GST) (based on recommended retail pricing).
7. Prior to settlement of the Contract for Sale the Buyer must select the relevant items that comprise the relevant Reward Items. Once selected, the Buyer will not be able to change the items, packages or combinations without the Promoter's consent which may be withheld in its absolute discretion.
8. All items available to Buyers as part of the Promotion Offer are known for the purpose of these terms and conditions as "Reward Items".
9. Where more than one person is noted as the buyer in the Contract for Sale, then the Promotion will be paid jointly to all persons noted as the buyer in the Contract for Sale.
10. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any of its related entities.
11. The Promotion is subject to any other terms and conditions in the Contract for Sale or terms and conditions imposed by Reward Item suppliers.
12. The Promoter may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Qualifying Home, or shortening or extending the Promotion Period.
13. If a Reward Item (or part of a Reward Item) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward Item (or that part of the Reward Item) with a Reward Item to the equal value and/or specification.
14. The Promotion Offer, or any unused portion of the Promotion Offer, is not transferable or exchangeable and cannot be taken as cash.
15. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) and its related entities exclude all liability (including negligence), for any personal injury; or any cost, loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion Offer or any of the Reward Items, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any notice from the Buyer in relation to the Promotion Offer or a Reward Items 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;
 - d. any variation in Reward Item value;
 - e. any tax liability incurred by Buyer; or
 - f. use of a Reward Item (including any fees, levies or charges associated with use of the Reward Item).
16. As a condition of accepting Reward Items, the Buyer may be required to sign legal documentation as and in the form required by the Promoter and/or Reward Item suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
17. The Buyer may not deduct or set off the value of the Promotion Offer from the balance of the purchase price payable on settlement in respect of the Home under the Contract for Sale.
18. If the Promotion Offer is not redeemed and selections of the relevant package items are not made prior to settlement of the Contract for Sale, it expires and no amount may be claimed by the Buyer from the Promoter. If for any reason the Buyer does not accept delivery of a Reward Item (or an element of it) by the time stipulated by the Promoter, then the Reward Item or that element of the Reward Item will be forfeited.
19. Recipients of Reward Items must be over 18 years of age.
20. These terms and conditions supersede any prior terms and conditions for the Promotion Offer.