

DRHOMES WHITE GOODS PROMOTION 2021

TERMS AND CONDITIONS

The Promotion is for a limited time only (see Promotion Period at clause 1.3 below) and is subject to the terms and conditions outlined below, which are available on the Promotion website at www.drhomes.com.au/offers.

1. PROMOTION DETAILS

- 1.1. The Promotion applies to eligible DRHomes New Home Construction Contracts
- 1.2. In these terms and conditions:
 - (a) **DRHomes Pty Ltd**, also referred to as **DRHomes**, is the promoter. ABN: 57 135 682 754 ACN: 135 682 754 QBCC: 1165013
- 1.3. The Promotion commences on Monday 1 November 2021 at 8:30am (AEST) and concludes on Sunday 19 December 2021 at 4:00pm (AEST) (**Promotion Period**). DRHomes may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.4. The Promotion details set out in these terms and conditions are correct at the time of first publication but may change at DRHomes' absolute discretion at any time. DRHomes will post any changes to the Promotion (including these terms and conditions) on the Promotion Website.

2. ELIGIBILITY CRITERIA

- 2.1. To be eligible for the Promotion, a person or person(s) must:
 - (a) be an individual (**Buyer/Owner**);
 - (b) during the Promotion Period accept the New Home Estimate and pay the initial deposit;
 - (c) satisfy all requirements necessary to enable the commencement of construction to occur on or before 30 June 2022;
 - (d) be 18 years of age or older at the date of commencement of the promotion, and otherwise comply with these terms and conditions.
- 2.2. If the Buyer meets the criteria set out in clause 2.1, then DRHomes will sign the Eligible Contract.

3. PROMOTION BENEFIT

3.1. Buyers who comply with the Eligibility Criteria will be eligible to receive the following upon or following Practical Completion of the Eligible Contract:

(a) HomestarterPlus Specification –

1 x FREE Haier 493 Litre French Door Fridge/Freezer (HRF520FS)

1 x FREE Haier 7.5kg Front Load Washing Machine (HWF75AW2)

1 x FREE Haier 4kg Sensor Vented Dryer (HDV40AI)

Total value (including installation): \$2,583.90

(b) Installation of products along with dryer mounting and rubbish removal is included and will be provided within two (2) weeks of new home handover.

(c) Elevate Specification Buyers are not eligible for the 'White Goods Promotion 2021'.

(d) Buyers of Elevate Specification have the option to purchase the white goods package at an additional cost of \$2,583.90 incl. GST.

3.2. In respect of the Benefit:

(a) The Benefit is subject to these terms and conditions and the terms of the Eligible Contract and are not transferable, nor redeemable or exchangeable for monetary payment;

(b) any duties, taxes, levies or charges which may be payable because of receiving a Benefit are the sole responsibility of the recipient of the relevant Benefit;

3.3. Buyers should note that DRHomes is not a provider of legal, financial or insurance advice. Any information or recommendation provided is general in nature only and the Buyer should undertake their own due diligence and enquiries to ascertain if the information is right for them. DRHomes is not liable for any loss or damage arising from any general information or recommendation in respect of the above.

3.4. Where there is more than one Buyer noted on an Eligible Contract (for example, where Buyers are purchasing jointly or as tenants in common), the Benefit will only be provided once to the Buyers, jointly. A Benefit is provided only once per Eligible New Home Contract and provided the Eligibility Criteria is complied with.

3.5. Buyers acknowledge and agree that any failure to comply with the Eligibility Criteria or these terms and conditions will make the Buyer ineligible for this Promotion. In the event of any dispute as to eligibility for the Promotion, eligibility will be determined by DRHomes having regard to these terms and conditions, and DRHomes' decision will be final and binding.

3.6. Buyers acknowledge and agree that should the stated product be discontinued within the time of their home build, a product of equal value and quality will be substituted.

4. ELIGIBLE HOMES

4.1. This Promotion only applies to:

- (a) DRHomes HomestarterPlus designs;
- (b) Eligibility of any altered home will be made by DRHomes on a case-by-case basis. Acceptance may be given or withheld in DRHomes' absolute discretion.

5. GENERAL

- 5.1. The Promotion may be withdrawn at DRHomes discretion and these terms and conditions may be amended by DRHomes at any time during the Promotion Period.
- 5.2. Failure by DRHomes to enforce any of its rights under these terms and conditions or an Eligible Contract does not constitute a waiver of those rights.
- 5.3. DRHomes will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion (except for any liability which cannot be excluded by law), nor for any restriction of DRHomes' ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.
- 5.4. Nothing in these terms and conditions or any Eligible Contract limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth) or other consumer protection laws in Queensland which cannot be contracted out of (Non-Excludable Guarantees).
- 5.5. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, DRHomes (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 5.6. DRHomes gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
- 5.7. This promotion is governed by the laws of Queensland.