

Yallarah Stage 2 Incentive – Live It Your Way Terms and Conditions

1. By participating in the Promotion, the Participant accepts and agrees to be bound by these terms and conditions, which include the Promotion Details and the General Conditions (**T&Cs**).

PROMOTION DETAILS	
Item 1 Promotion	Purchase an eligible Stage 2 lot and choose from an incentive worth up to \$15,000
Item 2 Promoter	<p>Northern Plains Advisory Pty Ltd ACN: 650 777 567 Address: 4 Percy St, Echuca VIC 3564 Phone: 0488 404 713 Email: enquiries@yallarah.com.au</p> <p>and its related body corporates, agents and representatives (collectively referred to herein as the Promoter)</p>
Item 3 Participants	Participation in the Promotion is available to individual participants in their own capacity only (ie not as trustee of a trust or as director of a company).
Item 4 Residency Restriction	All Participants must be a resident of Australia.
Item 5 Age Restriction	All Participants must be over the age of 18 years.
Item 6 Promotional Period:	<p>Participation in the Promotion is only available and all contracts of sale must be entered into between:</p> <p>(a) 9:00am AEST on 10 02 2025; and (b) 5:00pm AEST on 28 04 2025.</p>
Item 7 Eligibility Criteria	<p>To be eligible to participate in the Promotion and receive the Incentive, each Participant must:</p> <p>(a) during the Promotional Period: i. enter into a contract of sale for a Qualifying Lot; and ii. pay the full deposit required under such contract of sale by 28 04 2025;</p> <p>(b) comply with the terms of such contract of sale at all times and without default;</p> <p>(c) complete settlement without any nomination of any other party as a nominee, substitute or alternative purchaser;</p> <p>(d) purchase as an owner occupier and commence occupation of the Qualifying Lot no later than 24 months after the Settlement Date for a minimum period of 6 months;</p> <p>(e) has read and accept Yallarah's Privacy Policy and the terms and conditions of this Promotion.</p> <p>Participants who:</p> <p>(a) sign a contract of sale for a Qualifying Lot outside of the Promotional Period;</p> <p>(b) do not comply absolutely with these T&Cs;</p> <p>(c) represent or act as an agent, employee or contractor for the Promoter;</p> <p>(d) purchases as an investor; or</p> <p>(e) during or after the Promotional Period, cancel or terminate a contract of sale for a Qualifying Lot,</p>

	are not eligible to participate in the Promotion.
Item 8 Qualifying Lots	Qualifying Lots are strictly limited to the first 5 lots sold in Stage 2 at the Yallahah development during the Promotional Period to eligible participants in accordance with the Eligibility Criteria, subject to the Promoter's right to extend or vary this Promotion at any time at the Promoter's absolute discretion.
Item 9 Incentive(s)	<p>Participants who qualify under these T&Cs are to choose <u>one</u> of the following Incentive options:</p> <ul style="list-style-type: none"> • Up to \$15,000 worth of solar reimbursed to the Participant after settlement of the Qualifying Lot on completion of installation of solar panels to the Qualifying Lot. The Participant must also provide proof of purchase in the form of tax invoice/s and any other documentary evidence reasonably requested by the Promoter (EFTPOS receipts not accepted). • Up to \$15,000 worth of landscaping reimbursed to the Participant after settlement of the Qualifying Lot. The Participant must provide proof of purchase in the form of tax invoice/s and any other documentary evidence reasonably requested by the Promoter (EFTPOS receipts not accepted). • \$15,000 Harvey Norman gift card provided to Purchaser after settlement of the Qualifying Lot (within 14 days of completion of settlement).
Item 10 Multiple Incentives	Only one Incentive is payable per purchase of a Qualifying Lot.

GENERAL CONDITIONS

PART A - INTRODUCTION

1. Information on how to participate in the Promotion (including, but not limited to information contained in promotional materials such as flyers, websites, social media and other digital and printed media) and the Promotion Details above form part of these terms and conditions of the Promotion.
2. Where there is an inconsistency between the Promotion Details and Parts A to G of these terms and conditions, the Promotion Details will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

3. The Promoter will collect and use each participant's personal information in line with its privacy policy, including 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.
4. By participating in the Promotion, participants consent to the use of their personal information as described in clause 3.
5. The Promoter's privacy policy can be viewed at: <https://www.yallah.com.au/privacy-policy/>
6. 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.
7. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

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 and Participating Retailers 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.
10. If there is more than one Promotion that applies to the Participant or Qualifying Land, the Promoter reserves the right to honour the Promotion it so chooses in its absolute discretion.

PART D – HOW TO PARTICIPATE IN THE PROMOTION

11. To participate in the Promotion, each participant must comply with the Promotion Details and these terms and conditions, including Item 7 'Eligibility Criteria'.
12. 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.
13. The Promoter reserves the right to disqualify, at its absolute discretion, any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
14. The Promoter reserves the right, in its absolute 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.

15. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
16. The Promoter accepts no responsibility for late, lost or misdirected communications, payments or Incentives.
17. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion in its absolute discretion.
18. If participation in the Promotion requires access to a social media application ("**Social Media App**"), participants acknowledge and agree that use of Social Media App is subject to the Social Media App's terms and conditions.
19. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Social Media App, including any decision by the Social Media App to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on the Social Media App as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

PART E - INCENTIVES

20. Each Incentive is not transferrable, exchangeable or redeemable for cash.
21. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right at its absolute discretion 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.
22. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
23. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
24. The participant's use of the Incentive is entirely at their own risk. By accepting the Incentive, the Participant hereby acknowledges and agrees to release the Promoter from and indemnifies the Promoter against any liability arising from or in connection with the Incentive.

PART F - NO LIABILITY

25. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier.
26. 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 G - TERMINATION OF PROMOTION

27. The Promoter reserves the right at its absolute discretion to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.