

# 10-10-20 Guarantee Terms & Conditions

## SCHEDULE:

**The Offer:** 10-10-20 Guarantee

**Promoter:** Tempo Living Pty Ltd (Tempo Living) ABN 12 626 454 662  
Suite 102A, 7 Hoyle Ave Castle Hill NSW 2154

### Description of the Offer:

- Tempo Living will provide a tender within 10 business days of receiving your tender request documents; upon signing your building contract we will start on site within 10 weeks; and upon commencing construction, we will confirm the completion date of your home.
  - Tempo Living will complete;
    - Site Investigation to determine site fall and soil classification and present a Guaranteed Fixed Price Tender;
    - Prepare Plans and a Home Building Agreement
    - Obtain all Building Approvals and
    - the construction of your;
      - Single-storey home in Sydney Region Growth Centre within 20 weeks, or
      - Single-storey Dual Key home in Sydney Region Growth Centre within 26 weeks, or
      - Double-storey home in Sydney Region Growth Centre within 26 weeks, or
      - Single-storey home in Central Coast & Hunter Growth Centre within 24 weeks, or
      - Single-storey Dual Key home in Central Coast & Hunter Growth Centre within 30 weeks, or
      - Double-storey home in Central Coast & Hunter Growth Centre within 30 weeks
- of the participant paying Tempo Living a Tender Request Fee, so long as all the Qualifying Conditions are met.
- In the event that Tempo Living does not meet the single-storey or double-storey timeframes stated above, Tempo Living agrees to pay the participant the amount of **\$500 per week** until such time that the Practical Completion Claim is issued to the participant.
  - Each participant is responsible for informing their lender (if any), Australian Tax Office, NSW Fair Trading, NSW Office of State Revenue, or any other government body in the Commonwealth of Australia and its respective State Government bodies' that may request this information from time to time.

## Are there limitations on Offers?

- There is only one Offer available for each participant. Where a participant is a multiple person participant, (that is, where more than one person is noted as the buyer or purchaser on the relevant contract of sale), then the Offer will only be offered to one such person.
- Each participant is permitted to only receive one Offer during the Offer Period.
- Strictly limited number of offers per month
- Participants who:
  - a) Enter into a Building Contract during the Offer Period and qualify for the Offer under the Qualifying Conditions; and
  - b) During, or after the Offer Period, cancel, frustrate, repudiate or terminate such Building Contract;Are not eligible to receive the Offer.

## Participation – General

- Participation in this Offer is available to:
  - a) Single person participants;
  - b) Multiple person participants;
- Participation in this Offer is not available to:
  - a) Entity participants.
- The participant person(s) must also comply with the 'Qualifying Conditions'

## Participation – Residency restriction

- For single and multiple person participants, participation in this Offer is only available to residents of Australia.

## Participation – Age restriction

- For single and multiple person participants, participation in this Offer is only available to persons over 18 years of age.

## Offer Period

- **BEGINS: 10:00 AM AEST on the 6<sup>th</sup> April 2021** to the earlier of:
  - a) 5:00 PM AEST on **22nd December 2023**
  - b) The time and date which Tempo Living communicate the end of the Offer and removes subsequent collateral from its website.  
Communication via social media channels is considered sufficient notification of the termination of the Offer.

## How to Participate

- To participate in the Offer, the participant person(s) must:
  - a) Select a standard Tempo Living Design.
  - b) Select a standard Tempo Living Façade.
  - c) Select from the Tempo Living External Designer Selections.
  - d) Select from the Tempo Living Internal Designer Selections.
  - e) Sign a Tender Request Advice and pay a \$1,500 Tender Request Fee.
  - f) Sign a Tender Acceptance Form provided by Tempo Living Pty Ltd in accordance with the terms of the Tender.
  - g) Meet with a representative of Tempo Living Pty Ltd and be able to prove that you satisfy the 'Qualifying Conditions' for this Offer.
  - h) Comply with the terms of the Building Contract (or related contract) at all times and without default.
  - i) Complete any such contract in accordance with its terms; and not extend or delay, or attempt to extend or delay, the completion of such Contract.

### **Qualifying Conditions:**

- To participate in this Offer, the participant must be the legal registered owner of a block of land that is:
  - a) Within Tempo Living's build map area.
  - b) Registered.
  - c) Zoned R2.
  - d) Has services located within the boundary, including Electricity, Gas (if applicable), Telecommunications, Sewer & Water.
  - e) Accessible to conduct preliminary site assessments.
  - f) Not burdened by any constraints that cause the block to not achieve a Growth Centres Complying Development Certificate.
  - g) Achieves a soil classification of H or M Class for Slab Preparation.
  - h) Not have site fall across the entire block of land greater than 1.5m.
  - i) Clear of any impediments.
  - j) Not requiring the demolition of an existing house.
- The participant must also:
  - k) Select a standard Tempo Living Design.
  - l) Select a standard Tempo Living Façade.
  - m) Select from the Tempo Living External Designer Selections.
  - n) Select from the Tempo Living Internal Designer Selections.
  - o) Request no material custom changes to the house design.
  - p) Select a design and provide a block of land that can be approved via Complying Development Certification.
  - q) Not actively, or accidentally delay or prevent Tempo Living, it's team, agents, consultants and contractors from meeting its requirements under this offer.
  - r) Be approved or financially capable of entering into and completing any relevant building contracts.



# TEMPO LIVING OFFER TERMS & CONDITIONS

Participants in Tempo Living Offers should pay particular attention to:

- Any unusual or onerous restrictions on the method of participation, if any (see the “How to participate” section of the Schedule and Part D of these terms and conditions); and
- The Promoter’s limitation of liability (see Part G of these terms and conditions).

## PART A: INTRODUCTION

1. Information on how to participate in each Offer and any relevant Offer details form part of these Terms and Conditions.
2. By participating in the Offer, participants accept and agree to be bound by these Terms and Conditions. For the avoidance of doubt, these Terms and Conditions include any relevant Offers Terms & Conditions Schedule.
3. Participants must comply with these Terms and Conditions at all times to participate in the Offer.
4. Where there is an inconsistency between the Schedule and Parts A to H of these Terms and Conditions, the Schedule will prevail.

## PART B: PRIVACY AND COLLECTION NOTICE

5. The Promoter will collect and use each participant's personal information for the purposes of:
  - (a) conducting the Offer (which may include disclosure to third parties for the purpose of processing and conducting the Offer) and for promotional purposes, public statements and advertisements in relation to the Offer;
  - (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.
6. By participating in the Offer, participants consent to the use of their personal information as described in clause 5.
7. Participants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <https://www.tempohomes.com/privacy-policy>

## PART C: WHO CAN PARTICIPATE IN THE OFFER

8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Offer will be provided to the participant's parent or legal guardian.

9. Directors and employees (and their immediate families) of the Promoter or its related companies and agencies are not eligible to participate. 'Immediate families' includes spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
10. The Offer is not available in conjunction with any other Offer or offer by the Promoter or any related body corporate.

#### **PART D: HOW TO PARTICIPATE IN THE OFFER**

11. To participate in the Offer, each participant must comply with the 'How to Participate' section of the Schedule.
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 Offer of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
13. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:
  - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Offer,
  - (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.
14. The eligibility of participants to receive an Offer is solely within the discretion of the Promoter.
15. The Promoter accepts no responsibility for late, lost or misdirected communications.
16. If participation in the Offer 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 Offer.
17. If participation in the Offer requires access to Facebook, Instagram or similar social media platforms, participants acknowledge and agree that use of Facebook, Instagram or similar social media platforms is subject to the relevant terms and conditions of those platforms. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of these platforms, including any decision by these platforms to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded to these platforms as part of this Offer are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

## **PART E: OFFERS**

18. Each Offer is not transferrable, exchangeable, or redeemable for cash.
19. If any Offer is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Offer with an Offer of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
20. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Offer are the sole responsibility of each participant.
21. The participant's use of the Offer is entirely at their own risk. Before the Offer is provided, the receiver of the Offer may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Offer.

## **PART F: RECEIVING THE OFFER**

22. Each eligible participant during the Offer period will receive an Offer.
23. The eligibility of participants to receive the Offer is solely within the discretion of the Promoter.
24. It is the responsibility of each participant to comply with the Promoter's instructions on how to qualify for the Offer as outlined in the "Qualifying Conditions" section of the Schedule.
25. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Offer.
26. Each participant agrees to participate and cooperate, as required, in all publicity activities relating to the Offer, 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.
27. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

## **PART G: NO LIABILITY**

28. Any Offer supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. The Offer 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 Offer or the use or taking of any Offer except for

any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

29. If participation in the Offer is via Facebook, Instagram or similar social media platforms or if the Offer is promoted on Facebook, Instagram or similar social media platforms the Offer is in no way sponsored, endorsed, administered by or associated with those platforms and each participant agrees to grant such platforms to complete release from any claims that they now have or may have in the future which relate to or are incidental to the Offer. Participants acknowledge and agree that:

- (a) any information they provide in connection with the Offer is provided to the Promoter and not to Facebook, Instagram or similar social media platforms or any other social network; and
- (b) any questions, comments or complaints regarding the Offer will be directed to the Promoter, not to Facebook, Instagram or similar social media platforms or any other social network.

#### **PART H: TERMINATION OF OFFER**

30. The Promoter reserves the right to vary the terms of, or cancel, the Offer at any time without liability to any participant or other person, subject to applicable laws.

#### **PART I: ENFORCEMENT**

31. If any part of this agreement is held invalid that part shall be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable. Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement. The laws governing this agreement will be the laws in New South Wales, Australia and you irrevocably submit to the exclusive jurisdiction of the courts of that State and the jurisdiction of the Federal Court of Australia sitting in New South Wales. For the purposes of this agreement the words "Tempo Living", "Tempo Living Pty Ltd", "we", "our" and "us" refer to Tempo Living Pty Limited ABN 75 630 675 455