

Marketing Campaign

Car Incentive - Terms & Conditions

1. **Eligibility:** Offer available on selected townhouses (**Selected Townhouse**) for contracts exchanged on or before 31 August 2026 (unless extended). The offer is subject to the purchaser entering into and completing a contract for the purchase of a Selected Townhouse at Lume Gordon (**Contract**).
2. **The Incentive:** Eligible purchasers will receive a car incentive equal to the drive-away price of a new BMW iX3 50 xDrive in alpine white (or approved substitute), as at the date of exchange, capped at the amount specified in the Contract (**Car Incentive**). The Car Incentive is provided as an inducement only and is not a discount, rebate or reduction in the purchase price for the Selected Townhouse.
3. **Provision of Incentive:**
 - (a) The purchaser must enter into a separate agreement with BMW Hornsby or the vendor's nominated authorised BMW dealer.
 - (b) Following settlement, the vendor will pay the Car Incentive amount directly to the dealer on behalf of the purchaser.
 - (c) Any amount above the Car Incentive (including upgrades, options, price increases or any alternative vehicle selection) must be paid by the purchaser.
4. **Limited Offer:** The Car Incentive is available for a limited number of qualifying sales only (if applicable) and will be allocated strictly by date and time of contract exchange.
5. **Completion Required:** The Car Incentive is only available where the contract settles in accordance with its terms. It will not apply if the contract is terminated, rescinded or the purchaser is in default.
6. **Vehicle Supply:** The vehicle is supplied by a third-party authorised BMW dealer, not the vendor. If the vehicle is unavailable or delayed or the nominated dealer is unable to supply the vehicle, the vendor may:
 - (a) appoint an alternative dealer; and
 - (b) either:
 - (i) substitute a comparable BMW vehicle equal to the value of the Car Incentive amount;
 - (ii) allow the purchaser to select an alternative vehicle from the dealer, provided the vendor's contribution does not exceed the Car Incentive and the purchaser pays any price difference; or
 - (iii) provide a dealer credit equal to the Car Incentive amount, which may be applied against the purchase of any vehicle from a BMW authorised dealer and is not redeemable for cash.
7. **Changes to Offer:** The vendor reserves the right to withdraw, vary, suspend or extend this promotion at any time for future purchasers. Exchanged contracts will not be affected.

8. **Purchasing Entity:** Where the purchaser is a company, trustee, nominee or other entity, the vendor may require the vehicle to be supplied to the contracting purchaser or an approved nominee only.
9. **Non-Transferable:** The Car Incentive is personal to the purchaser and is not transferable, assignable or redeemable for cash.
10. **No Other Offers:** The Car Incentive cannot be used in conjunction with any other rebate, discount, incentive or promotional offer, unless expressly agreed by the vendor in writing.
11. **Taxes and Costs:** The purchaser is responsible for all taxes, duties and other liabilities arising from the Car Incentive or the acquisition/use of the vehicle. Independent financial and tax advice is recommended prior to entering into the Contract.
12. **Liability:** The vendor is not responsible for the availability, delivery, performance or condition of the vehicle. All rights and obligations relating to the vehicle are between the purchaser and the dealer. To the maximum extent permitted by law, the vendor's aggregate liability to the purchaser in connection with the Car Incentive (if any) is limited to the Car Incentive amount.
13. **Disclosure:** The purchaser must disclose the Car Incentive to any financier and any valuer engaged by the purchaser or the purchaser's financier prior to settlement of the Contract.
14. **Privacy consent:** Any personal information collected from the purchaser in connection with the Car Incentive will be handled in accordance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. The purchaser acknowledges that their personal information may be disclosed to the nominated BMW dealer for the purpose of facilitating the Car Incentive.
15. **Regulatory Compliance:** This promotion is conducted in compliance with applicable laws, including the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) and applicable NSW Fair Trading requirements.
16. **Governing Law:** These terms and conditions are governed by and constructed in accordance with the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
17. **General:** Any dispute regarding eligibility or entitlement will be determined by the vendor acting reasonably, whose decision is binding, subject to the purchaser's rights at law and absent manifest error. Full terms are set out in the Contract and prevail to the extent of any inconsistency. These terms and conditions prevail over any representations made in the vendor's marketing or promotional materials to the extent of any inconsistency.