

THRIVE HOMES – Build Fast Save Big Special Offer Terms & Conditions

1. Our special limited time “Build Fast Save Big” offer (**Offer**) is valid to new Thrive Homes Pty Limited ACN 613 679 333 (**Thrive**) customers building only in the following regions: Sydney, Newcastle / Hunter / Hunter Region as defined on our map (<https://thrivehomes.com.au/where-we-build>) and the Queanbeyan–Palerang Regional Council and Yass Valley Council areas (**Included Regions**) subject to the terms and conditions below. For the avoidance of doubt, the Offer is **not** available in the Illawarra, Southern Highlands, South Coast, the ACT/Regional ACT (except in the Queanbeyan-Palerang Regional Council and Yass Valley Council areas) or the Central West/Central West Regional areas.
2. This Offer is:
 - (a) **not** valid in conjunction with any other promotion, discount or offer available from either **Thrive**, Rawson Homes Pty Limited ACN 053 733 841 (**Rawson**), or Rawson Communities Pty Limited ACN 003 203 745 (**Rawson Communities**); **and**
 - (b) only available on specific Thrive home designs which satisfy each of the following criteria (**Offer Homes**):
 - (i) the design is one of the following: the single storey design “Vibe 21”, “Helix 24”, or the double storey designs “Zepel 25”, or “Essence 22 5th Bedroom”; **and**
 - (ii) with the “Vogue” or “Ascot” façade; **and**
 - (iii) with the Thrive external colour schemes “Artison”, “Heston”, “Marquis”, “Nexus” or “Seneca” (excludes “Baltica”, “Cove” and “Osprey”); **and**
 - (iv) with the Thrive interior colour schemes “Akoya”, “Aura”, “Echo”, “Ivy” or “Pure” (excludes “Hamptons”).
 - (c) only available via the standard Thrive building process with the specified list of inclusions **and** with no possibility of changing the inclusions or upgrading at any stage throughout the building process; **and**
 - (d) only available for Offer Homes to be built in the following circumstances:
 - (i) House & Land packages on specified lots provided the Offer Homes fit within the specified lot sold under the “Build Fast Save Big” package which are eligible for Complying Development Checklist (**CDC**) approval.
 - (ii) on new greenfield sites that are already registered and that can be approved via the CDC approval process.
3. This Offer is:
 - (a) **not** available for knockdown rebuild or new homes built on new greenfield sites that are not registered or are only approved via the Development Application (**DA**) process;
 - (b) **not** applicable to any quotes requested for any other home designs other than the Offer Homes; and

- (c) **not** applicable to quotes requested for homes that have split zoning, environmentally sensitive zoning, Bal 40 rating or are in flood affected areas.
- 4. Thrive has the right to amend these Terms & Conditions but will give reasonable written notice of any changes before the changes take effect. Subject to clause 5 below, any changes will not apply retrospectively to customers who have accepted the Offer before the date the changes take effect.
- 5. In respect of Offers which have been accepted and where the extenuating circumstances set out in this clause subsequently arise, Thrive also reserves the right (where acting reasonably) to:
 - (a) change the price and extend the timeframe to build start commitment if is found that:
 - (i) CDC approval is not permissible on the land the customer is wishing to build on or if any other conditions of the home have been changed by the customer that are outside of the Offer; or
 - (ii) any hidden site conditions that cause delays occur (such as driveway layback changes) as set out in clause [14] of the Thrive HIA Building Contract,
 - (b) extend the timeframe to build start if Developer approval is required in respect of the estate where the Offer Home is to be built,
 all of which may unexpectedly impact the timeframe to build start (and may not be matters known to the customer or Thrive at the time the Offer is accepted).
- 6. A “**new customer**” means anyone who has not yet requested a tender (or paid a tender request fee) for their new home to be built by Thrive at the address provided by the new customer.
- 7. This Offer is only available to new customers for the Included Regions who:
 - (a) request and accept a quotation and pay a reservation fee between **9:00am on 20 September 2023 and 5pm on 20 December 2023 AEST (Offer Period)**; and
 - (b) pay the 5% deposit within 15 days of the build contract issue date, time being of the essence; **and**
 - (c) who proceed to unconditionally exchange a building contract with Thrive; **and**
 - (d) proceed with the building of an eligible Thrive home.
- 8. This Offer is limited to:
 - (a) one offer per site/dwelling; **and**
 - (b) new customers building one of the Offer Home designs within the specified Included Regions and excludes all other Thrive Homes' designs.
- 9. This Offer allows for:
 - (a) A new special base price for the “Vibe 21” **[\$302,500]**, the “Zepel 25” **[\$380,100]**, the “Helix 24” **[\$324,900]**, and the “Essence 22 5th Bedroom” **[\$347,400]**. This base price is solely for a build in the Sydney area with a Vogue façade and the base price will vary depending on the location in the Included Regions (excluding Sydney) where the Offer Home will be built and the chosen facade.
 - (b) A commitment of:
 - (i) 12 weeks in respect of an Offer Home in a House & Land package; and

- (ii) 16 weeks in respect of an Offer Home to be built as a Contract Home (new build on vacant land) at a new greenfield site,

(Site Start Commitment) from contract exchange to “site start” (being the date when all required permits and approvals have been completed and received by Thrive and the customer has provided Thrive with an Authority to Commence Construction) under the conditions specified. Before “site start”, the customer must also have satisfied the essential matters set out in clause [14] (Essential Matters) of the Thrive HIA Building Contract, including having obtained finance, if required. The Site Start Commitment is **not** available for Offer Homes to be built in the Queanbeyan-Palerang Regional Council and Yass Valley Council areas.

- (c) A commitment of a 43 week build time for a double storey home and 33 weeks build time for a single storey home **(Build Time Commitment)** from construction commencement (being the date the pier holes are bored and filled with concrete or blade piles screwed and capped) to the end of the building period to and including the earlier of:
 - (i) the date of practical completion;
 - (ii) the date the contract is ended; or
 - (iii) the date the customer takes possession of the site or any part of the site.

10. If the Site Start Commitment and/or the Build Time Commitment are not met by Thrive, the customer will be entitled to liquidated damages in the sum of \$40 per day for each working day:

- (a) (in respect of the Start Time Commitment) calculated from the Start Time Commitment date to the actual site start date; and
- (b) (in respect of the Build Time Commitment) calculated from the end of the 33 week period (for a single storey Offer Home) or 43 week period (for a double storey Offer Home) to and including the earlier of:
 - (i) The date of practical completion;
 - (ii) The date the contract is ended; or
 - (iii) The date the owner takes possession of the site or any part of the site.

Any liquidated damages sum to which the customer is entitled in accordance with this Offer will be listed on Thrive's final tax invoice as a credit.

11. Thrive reserves the right to revise, update or change prices without prior notice or obligation during the Offer Period (as displayed on our website or Collateral) but this will not impact Offers that have been accepted by Thrive (unless the extenuating circumstances in clause 5 above apply).
12. For the purposes of this Offer, “**Collateral**” includes:
 - (a) Any photographs, artist impressions or other images associated with this Offer; **and**
 - (b) All other collateral, print materials, website and online products of Thrive; **and**
 - (c) Images of landscaping and outdoor items, floor coverings, doors, furniture, kitchen, bathroom, electrical and light fittings and decorative items.
13. Thrive advises that Collateral is for illustrative purposes only and does not constitute a representation or offer.

14. For the avoidance of doubt, Collateral may show items including but not limited to fixtures, fittings or finishes that are:
 - (a) not supplied by Thrive (and are subject to third party supply arrangements); **or**
 - (b) outside the relevant inclusions and upgrades for a Thrive Standard Home; **or**
 - (c) only available in certain Thrive Home designs; **or**
 - (d) only available when specifically selected as inclusions, which are not included in the price of standard inclusions for a particular home design (as described on Thrive's website).
15. If an item is stated on Thrive's website to be a specified inclusion while this Offer is valid, Thrive notes that it reserves the right to substitute a specified inclusion for an item of equivalent quality and/or finish.
16. Please refer to your tender for specific details of the inclusions and exclusions.
17. All amounts quoted are inclusive of GST.
18. Participation in this Offer is deemed acceptance of these Terms and Conditions.
19. Customers must rely on their own investigations and enquiries and refer to the quotation acceptance and building contract for full terms and conditions.
20. The Thrive HIA Building Contract terms and conditions apply. In the event of any inconsistency between the Thrive HIA Building Contract terms and conditions and these Terms and Conditions, the Thrive HIA Building Contract terms and conditions will take precedence.

Effective as of **20 September 2023**