

## Ginninderry Ballot Conditions – Stage 2 Release 1

### For Purchase of Land

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1. These Ballot Conditions apply to the Ballot Events specified in the Ballot Key Dates and Process in the Ballot Pack. Capitalised terms are defined at the end of these conditions.
2. A reference to “you” or “your” below is a reference to the Applicant or Applicants specified in the Ballot Application submitted to Ginninderry.

#### **BALLOT PACK**

3. If any of the documents contained in the Ballot Pack are amended prior to the Ballot, the amended documents will be made available to you by Ginninderry. Amendments made after the Ballot will only be made available to you if you have been allocated a Block Selection Session.
4. You should make your own enquiries and satisfy yourself as to the accuracy of the information contained in the documents included in the Ballot Pack and any other conditions for participating in the Ballot advertised by Ginninderry, prior to registering to participate in the Ballot.

#### **BALLOT APPLICATION**

5. To register to participate in this Ballot you must complete and submit the Ballot Application at [www.Ginninderry.com](http://www.Ginninderry.com) or in person at our sales office, The Link at Ginninderry, 90 Stockdill Drive Holt ACT 2615.
6. You must ensure your Ballot Application includes the names of all persons or companies to be included in the Contract. If you are successful and select a Block only those registered in your Ballot Application can be included as a buyer in the Contract.
7. Your Ballot Application is an application to participate in this Ballot and can be used for future Ballots conducted by Ginninderry with your prior consent. By lodging a Ballot Application, you agree to abide by these Ballot Conditions.
8. The Ballot Key Dates and Process specifies the dates and times during which Ballot Applications can be submitted. Applications will not be accepted after the applicable date and time specified in the Ballot Key Dates and Process.
9. When attending your Block Selection Session, photo identification (e.g. driver’s licence or passport) and proof of your current address (e.g. current bank statement, public utility record or other proof of address acceptable to Ginninderry) will need to be provided. This must match the details provided in your Ballot Application.
10. If you do not have internet access Ginninderry can assist you with the provision of all documentation, completing your Ballot Application and providing you with information on available Blocks.
11. After submitting your Ballot Application, you will be provided with a Ballot ID Number by email (or letter if you have advised Ginninderry that you cannot accept email).

#### **EXCLUSION OF APPLICATIONS FOR THE BALLOT**

Who is eligible?

12. To participate in the Ballot you must be:
  - a. an individual aged 18 years or older; or
  - b. a corporation that is registered under the Corporations Act 2001 (Cth) and has been issued with an Australian Company Number (ACN); or
  - c. a combination of the above.
13. You, or a Related Party to you, may only submit one Ballot Application to participate in the Ballot.
14. Your Ballot Application will be rejected if:
  - a. you are not eligible to participate in the Ballot under paragraph 12 of these Ballot Conditions;
  - b. you have already submitted a Ballot Application individually or as one member of a combination of individuals

- and/ or corporations that has not been rejected;
- c. a Related Party to you has already submitted a Ballot Application individually or as one member of a combination of individuals and/or corporations that has not been rejected;
  - d. you have provided false or misleading information in your Ballot Application;
  - e. acceptance of your Ballot Application may result in you or a “Related Party” to you having more than one (1) selection if you are successful in this Ballot;
  - f. your Ballot Application has not been fully completed to the satisfaction of Ginninderry;
  - g. your personal details specified on your Ballot Application do not match your identification or proof of address; or
  - h. the submission of your Ballot Application or anything contained in your Ballot Application does not otherwise comply with any of the conditions for participation in the Ballot including these Ballot Conditions, the Ballot Key Dates and Process, the conditions on any forms required to be completed to participate in this Ballot and any other conditions otherwise advertised by Ginninderry.

## **DEFINITION OF RELATED PARTY**

15. Where you are a person, a “Related Party” to you is:
  - a. your spouse or Domestic Partner; or
  - b. a company of which you are a director or secretary; or
  - c. a company of which your spouse or Domestic Partner is a director or secretary.
16. Where you are a company, a “Related Party” to you is:
  - a. your director or secretary; or
  - b. a person who is a spouse or Domestic Partner of your director or secretary; or
  - c. a company where your director or secretary is also a director or secretary of that company; or
  - d. a company where your director or secretary is a spouse or Domestic Partner of a director or secretary of that company.

## **ASSESSMENT OF APPLICATIONS**

17. Ginninderry may, at its sole and absolute discretion, accept or reject any Ballot Application at any time and exclude any Applicant from further participation in the Ballot even if the Applicant has been offered a Block Selection Session or selected a Block. Ginninderry’s decision in this regard will be final.
18. Ginninderry or its legal adviser may make any further enquiries and request any further information that it deems necessary, from you or other persons, at any time, for any reason in connection with the Ballot including requesting a statutory declaration(s) and/or interviewing you or other parties in relation to your Ballot Application. If you fail to cooperate with Ginninderry, its Appointed Sales Agent or legal adviser in this regard, or fail to provide the further information within the timeframes specified in the Ballot Key Dates and Process, you may be excluded from further participation in the Ballot.
19. Ginninderry or its appointed Sales Agent or legal adviser will use its best endeavours to notify you if your Ballot Application has been rejected or your Block Selection Session has been cancelled.
20. Ballot ID Numbers in relation to rejected Ballot Applications will be excluded from the Ballot.

## **THE BALLOT**

21. Your Ballot ID Number will be entered into the Ballot unless your Ballot Application is excluded by Ginninderry or you notify Ginninderry or its legal adviser that you wish to withdraw your Ballot ID Number from the Ballot.
22. Ballot ID Numbers will be drawn at the location designated by Ginninderry.
23. The following details will be published on the dates notified in the Ballot Key Dates and Process on the Ginninderry website or the relevant project website:
  - a. the drawn Ballot ID Numbers; and
  - b. the order of the drawn Ballot ID Numbers.

24. Ginninderry will email you following the Ballot draw asking you to confirm by a specified date if you would like a Block Selection Session. You will only be allocated a Block Selection Session if you confirm with Ginninderry by the specified date that you would like a Block Selection Session.

25. Ginninderry and its legal advisor will conduct a review of registrations for Related Parties following the Ballot. If two or more Related Parties are found to have registered for the Ballot separately, the Block Selection Session for those parties will be cancelled and those parties will be excluded from participating further in the Ballot process.

26. Block Selection Session times will be allocated in the order of the drawn Ballot ID Numbers and will be emailed to successful Applicants and published on the Ginninderry website.

## **BLOCK SELECTION SESSION**

27. This section only applies to you if you confirmed that you would like a Block Selection Session by the specified date and you are notified that you have a Block Selection Session.

28. The Block Selection Sessions will take place at the location advised by Ginninderry. You (including all persons or representatives listed on your Ballot Application) or your 'Agent' (see paragraphs 46– 48 below) must attend your Block Selection Session at the allocated Block Selection Session time.

29. Before selecting a Block you or your Agent must:

a. provide the Ginninderry representative with:

- photo identification (e.g. driver licence or passport); and
- proof of your current address (e.g. driver licence, current bank statement, public utility record or other proof of address acceptable to Ginninderry);

b. If you are represented by an Agent, your Agent must also provide Ginninderry with an original completed Buyer Appointment of Agent Form and appropriate proof of identification (see appointment of agent here).

30. You will be given until the end of the allocated 5 minutes time to make your Block selection.

31. If you or your Agent do not attend your Block Selection Session at the allocated time and either you and/or your Agent arrive late in person or make contact with Ginninderry (or its Appointed Sales Agent) to advise of your inability to attend at the allocated Block Selection Session time, at Ginninderry's absolute discretion, your Block Selection Session time may be rescheduled to a time that is after all other scheduled sessions for the whole ballot.

32. If there is no response from you or your Agent to the call of your Ballot ID Number, your Ballot ID Number will be excluded from further participation in the Ballot and the next drawn Ballot ID Number will be called to select a block.

33. If on completion of all scheduled Block Selection Sessions for that day you have failed to contact Ginninderry (or its Appointed Sales Agent) to request your Block Selection Session time be rescheduled, Ginninderry will remove you from any further participation in the Ballot.

34. If you attend the Block Selection Session but fail to select an available Block by the end of allocated time you will also be excluded from further participation in the Ballot.

35. Following the selection of your Block you or your Agent must confirm your selection with the Ginninderry representative (or its Appointed Sales Agent) conducting the Block Selection Session. You or your Agent will not be permitted to change your Block selection or swap your Block selection once this has been confirmed with the Ginninderry representative (or Ginninderry's Appointed Sales Agent) conducting the Block Selection Session.

36. Subject to paragraph 37 below, block selection will continue until:

- a. each Applicant entered into the Ballot has had the opportunity to select a Block or is excluded from the Ballot in accordance with these Ballot Conditions; or
- b. all available Blocks in the Ballot have been selected by an Applicant, whichever occurs first.

37. Ginninderry reserves the right to cancel block selection at any time during the Ballot, even if there are blocks remaining, and will place a notice on its website if block selection is cancelled.

38. If upon completion of the Ballot there still remains unsold Blocks, Ginninderry reserves the right to offer the Blocks for sale without applying the Ballot conditions.

## **EXECUTION OF DOCUMENTATION FOLLOWING BLOCK SELECTION**

39. After selecting a Block you or your Agent must:
  - a. execute and exchange the Contract and be in a position to comply with the Contract upon execution;
  - b. pay the required monies specified in the Ballot Conditions and the Contract (being the 10% deposit).
40. If you fail to comply with these conditions, Ginninderry may exclude you from further participation in the Ballot and will not exchange a Contract with you.
41. The only person(s) that will be entered on the Contract to purchase are those listed on your Ballot Application.
42. Additions or changes to your details will only be permitted in limited circumstances to correct minor and insignificant errors (for example to correct errors of a typographical nature or to correct an accidental omission of your middle name).
43. You will not be permitted to add or substitute your name or company with a new person or company to the Contract (including that of your Domestic Partner, or any other person required for finance purposes).
44. If you elect to purchase a Block you must provide a 10% deposit at the time of signing the Contract. You can pay by personal or bank cheque, EFTPOS or credit card.
45. Cash will NOT be accepted.

## **APPOINTMENT OF AGENT**

46. If you are unable to attend your Block Selection Session, you may appoint a person to act on your behalf ("Agent") by completing a Buyer Appointment of Agent Form. If your Agent selects a Block or Package on your behalf your Agent will be required to make a selection for that Block on your behalf in accordance with the terms of these Ballot Conditions.
47. The Buyer Appointment of Agent Form must be presented to the Ginninderry Sales Agent by your Agent at your Block Selection Session prior to selecting a Block and must be accompanied by photo identification for you and the Agent. The Agent may not complete the Application for Buyer Appointment of Agent Form on your behalf. This must be completed by you and brought to the Block Selection Session by your Agent.
48. If you appoint an Agent, a reference to "you" includes your Agent.

## **COMMUNICATION**

49. All questions regarding the Ballot should be directed to Ginninderry in accordance with the Ballot Key Dates and Process.
50. At any time Ginninderry or its legal adviser may request further information from you for the purposes of determining whether to exclude you from participating in the Ballot. If you fail to provide the further information requested by Ginninderry or its legal adviser within the timeframe required, Ginninderry may exclude you from participating in the Ballot.

## **DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES**

51. Ginninderry makes no representations or warranties as to the suitability of any Crown Lease for a block for you. Ginninderry strongly recommends that you make your own enquiries and that you obtain legal, financial and accounting advice prior to entering into a Contract.
52. Nothing in the Ballot Pack will be construed to create any binding contract (express or implied) between Ginninderry and you or your Agent(s) until a formal written contract, if any, is entered into by the parties. Any conduct or statement whether prior to or subsequent to your entry into a contract is not, and the content in the Ballot Pack is not, and will not be deemed to be:
  - a. an offer to contract; or
  - b. a binding undertaking of any kind by Ginninderry including, without limitation an undertaking that could give rise to any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary

action or any rights with a similar legal or equitable basis whatsoever.

53. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, Ginninderry may:
  - a. exclude you from participating in the Ballot for failing to comply with these Ballot Conditions, the Ballot Application system or any other condition for participating in this Ballot advertised by Ginninderry;
  - b. amend any document in the Ballot Pack including these Ballot Conditions, the Ballot Application system or any other condition for participating in this Ballot advertised by Ginninderry;
  - c. seek an amended Ballot Application or any other application or form included in the Ballot Pack;
  - d. consider and accept or reject any Ballot Application;
  - e. ask for further information in relation to a Ballot Application;
  - f. suspend or cease to proceed with the Ballot or any part of the Ballot, any Ballot Application or Block Selection Session; or
  - g. vary or extend any time or date in the Ballot Key Dates and Process or in any other condition for participating in this Ballot advertised by Ginninderry.
54. Participation in any stage of this Ballot or in relation to any matter concerning this Ballot will be at your sole risk, cost and expense. Ginninderry will not be responsible in any circumstance for any costs or expenses incurred by you in preparing for the Ballot or in taking part in the Ballot or taking any action related to the Ballot.
55. Neither Ginninderry, nor its officers, employees, advisers or Appointed Sales Agent will be liable to you on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to your participation in the Ballot, including, without limitation, instances where Ginninderry exercises its rights under these Ballot Conditions.
56. If you are one of two or more Applicants named in the Ballot Application you are liable for all of the obligations under these Ballot Conditions both separately on your own and jointly with the other person or persons named as Applicants.
57. Ginninderry have taken all reasonable steps to preserve the security and ensure the prompt transmission of information provided to Ginninderry. However, Ginninderry do not guarantee the security and speed of any data transmission over the internet. While Ginninderry strive to ensure security and prompt transmission of information provided to them, Ginninderry do not warrant and cannot ensure the security, speed of Ginninderry's receipt of information which you transmit to Ginninderry. Ginninderry exclude all liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of Ginninderry or a related project website, whether that liability arises in contract notwithstanding any other provision in these Ballot Conditions, tort (including by Ginninderry or its servants, employees, contractors or agents negligence) or under statute.
58. By applying for this Ballot you:
  - a. acknowledge and accept Ginninderry's privacy policy (available on Ginninderry website at [www.ginninderry.com](http://www.ginninderry.com))
  - b. acknowledge and accept that Ginninderry may provide the ACT Revenue Office with information relating to the sale of land including details of Contracts that have been exchanged and personal details of buyers as defined in the schedule of the Contracts. This information is provided for various purposes including allowing the ACT Revenue Office to determine outstanding duty to be paid; and
  - c. consent to Ginninderry disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the *Information Privacy Act 2014* (ACT).

## DEFINED TERMS

59. Capitalised terms in these Ballot Conditions have the following meanings:

Agent has the meaning specified in paragraph 46 of these Ballot Conditions;

Applicant means the natural person and/or corporation specified as such in the Ballot Application;

Application for Flexi Living Home Package means the document described as such and included in the Ballot pack;

Appointed Sales Agent means a real estate agent appointed by Ginninderry to sell land on behalf of Ginninderry as specified in the Key Dates & Requirements;

Ballot means the ballot for the Land described in the Ballot Key Dates and Process;

Ballot Application means the application for this Ballot available at [www.Ginninderry.com](http://www.Ginninderry.com);

Ballot Conditions means this document including conditions for participation in this Ballot Event;

Ballot Event means the Ballot event specified in the Ballot Key Dates and Process;

Ballot ID Number means the number allocated to an Applicant following submission of a Ballot Application;

Ballot Key Dates and Process means the document described as such for the Ballot included in your Ballot Pack;

Ballot Pack means the pack of documentation applicable to the Ballot for Land comprising the following documents:

- a. Ballot Conditions;
- b. Ballot Key Dates and Process;
- c. Buyer Appointment of Agent Form;
- d. Specimen Contract;
- e. Application;
- f. a copy of the Blocks available and price list; and
- g. any variations to the above documents advertised by Ginninderry;

Block means the block of land the subject of your Contract;

Block Selection Session means the time allocated to you following the Ballot where you may select an available Block and enter into a Contract for that Block with Ginninderry;

Buyer Appointment of Agent Form means the document described as such and included in the Ballot Pack;

Contract means the legally binding contract required to be executed by you and Ginninderry following your Block Selection Session in the form of the Specimen Contract;

Domestic Partner means someone who lives with the Applicant in a domestic partnership on a genuine domestic basis and includes a spouse, civil union partner or civil partner;

Ginninderry means the unincorporated joint venture between Australian Capital Territory (represented by Suburban Land Agency ABN 27 105 505 367) and Riverview Developments (ACT) Pty Limited ACN 165 870 557;

Land means the standard single dwelling residential blocks being promoted by Ginninderry as part of this Ballot Event;

Related Party has the meaning specified at paragraphs 19 and 20 of these Ballot Conditions;

Specimen Contract means the applicable specimen Contract included in the Ballot Pack.