



## Ballot Conditions

### 1. BALLOT PACK

- 1.1. These Ballot Conditions apply to the Ballot Event specified in the Ballot Key Dates and Process in the Ballot Pack. Capitalised terms are defined at the end of these conditions.
- 1.2. A reference to “you” or “your” below is a reference to the Applicant or Applicants specified in the Ballot Registration submitted to Ginninderry.
- 1.3. If any of the documents contained in the Ballot Pack are amended prior to the Ballot draw, the amended documents will be made available to you by Ginninderry. Amendments made after the Ballot draw will only be made available to you if you have been allocated a Package Selection Session.
- 1.4. 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.

### 2. BALLOT REGISTRATON

- 2.1. To register to participate in this Ballot you must complete and submit the Ballot Registration at [www.ginninderry.com](http://www.ginninderry.com)
- 2.2. You must ensure your Ballot Registration includes the names of all persons to be included in the Contract. If you are successful and select a Package only those registered as a joint applicant in the Ballot Registration can be included as a buyer in the Contract.
- 2.3. By lodging a Ballot Registration, you agree to abide by these Ballot Conditions.
- 2.4. The Ballot Key Dates and Process specifies the dates and times during which Ballot Registration can be submitted. Registrations will not be accepted after the applicable date and time specified in the Ballot Key Dates and Process.
- 2.5. When attending your Package Selection Session, photo identification (e.g., driver’s license 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 Registration.
- 2.6. If you do not have internet access Ginninderry can assist you with the provision of all documentation, completing your Ballot Registration and providing you with information on available Packages.
- 2.7. After submitting your Ballot Registration, you will be provided with a Ballot ID Number by email (or letter if you have advised Ginninderry that you cannot accept email).

### 3. EXCLUSION OF APPLICATIONS FOR THE BALLOT

Who is eligible?

- 3.1. To participate in the Ballot for a Flexi-living Home Package, you must be an individual aged 18 years or older; and you must meet the following Eligibility Criteria which requires you to satisfy Ginninderry that:



- 3.1.1. you and your domestic partner do not own any real property either alone or jointly with anyone;
- 3.1.2. at least one applicant must occupy the home for a continuous period of at least 3 years, beginning within 1 year of settlement or completion of construction;
- 3.1.3. you undertake not to on sell the home for a minimum of 3 years from the date that is the later of settlement and completion of construction; and
- 3.1.4. the combined total gross income of all applicants and their domestic partner/s over the 12 months period prior to the date of the Ballot Registration must be less than or equal to \$120,000 (regardless of the number of dependants). Further information on calculating the combined total gross income can be found in the Application for Flexi-living Home Package.

Eligibility criteria may vary.

3.2. You, or a Related Party to you, may only submit one Ballot Registration to participate in the Ballot.

3.3. Your Ballot Registration will be rejected if:

- 3.3.1. you are not eligible to participate in the Ballot under section 3.1 of these Ballot Conditions;
- 3.3.2. you have already submitted a Ballot Registration individually or as one member of a combination of individuals that has not been rejected;
- 3.3.3. a Related Party to you has already submitted a Ballot Registration individually or as one member of a combination of individuals that has not been rejected;
- 3.3.4. you have provided false or misleading information in your Ballot Registration;
- 3.3.5. acceptance of your Ballot Registration may result in you or a “Related Party” to you having more than one (1) selection if you are successful in this Ballot;
- 3.3.6. your Ballot Registration has not been fully completed to the satisfaction of Ginninderry;
- 3.3.7. your personal details specified on your Ballot Registration do not match your identification or proof of address; or
- 3.3.8. the submission of your Ballot Registration or anything contained in your Ballot Registration 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.

## 4. DEFINITION OF RELATED PARTY

4.1. Where you are a person, a “Related Party” to you is your spouse or Domestic Partner.

## 5. ASSESSMENT OF REGISTRATIONS

5.1. Ginninderry may, at its sole and absolute discretion, accept or reject any Ballot Registration at any time and exclude Applicant from further participation in the Ballot even if the Applicant has been offered a Package Selection Session or selected a Package. Ginninderry's decision in this regard will be final.

- 5.2. 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 Registration. 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.
- 5.3. Ginninderry or its Appointed Sales Agent or legal adviser will use its best endeavors to notify you if your Ballot Registration has been rejected or your Package Selection Session has been cancelled.
- 5.4. Ballot ID Numbers in relation to rejected Ballot Registrations will be excluded from the Ballot.

## 6. THE BALLOT

- 6.1. Your Ballot ID Number will be entered into the Ballot unless your Ballot Registration is excluded by Ginninderry or you notify Ginninderry or its legal adviser that you wish to withdraw your Ballot ID Number from the Ballot.
- 6.2. Ballot ID Numbers will be drawn at the location designated by Ginninderry.
- 6.3. The following details will be emailed to you on the dates notified in the Ballot Key Dates and Process:
  - 6.3.1. the drawn Ballot ID Numbers; and
  - 6.3.2. the order of the drawn Ballot ID Numbers (i.e. the Draw Numbers).
- 6.4. Ginninderry will email you following the Ballot draw asking you to confirm by a specified date if you would like a Package Selection Session. You will only be allocated a Package Selection Session if you confirm with Ginninderry by the specified date that you would like a Package Selection Session.
- 6.5. 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 Package Selection Session for those parties will be cancelled and those parties will be excluded from participating further in the Ballot process.
- 6.6. Package Selection Session times will be allocated in the order of the drawn Ballot ID Numbers and will be emailed to successful Applicants.

## 7. PACKAGE SELECTION SESSION

- 7.1. This section only applies to you if you confirmed that you would like a Package Selection Session by the specified date, and you are notified that you have a Package Selection Session.
- 7.2. The Package Selection Session will take place at the location advised by Ginninderry. You (including all persons or representatives listed on your Ballot Registration) or your 'Agent' (see section 9 below) must attend your Package Selection Session at the allocated Package Selection Session time.
- 7.3. Before selecting a package, you or your Agent must:
  - 7.3.1. provide the Ginninderry representative with:
    - 7.3.1.1. photo identification (e.g. driver license or passport); and

- 7.3.1.2. proof of your current address (e.g. driver license, current bank statement, public utility record or other proof of address acceptable to Ginninderry);
- 7.3.2. 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).
- 7.4. You will be given until the end of the allocated 5 minutes time to make your Package selection.
- 7.5. You will be required to check-in prior to the commencement of your Package Selection Session. You will be advised of the check-in time by Ginninderry's Appointed Sales Agent well in advance of your Package Selection Session. If you or your Agent do not check-in for your Package Selection Session at the allocated check-in 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 Package Selection Session time, at Ginninderry's absolute discretion, your Package Selection Session time may be rescheduled to a time that is after all other scheduled sessions for the whole Ballot.
- 7.6. If there is no response from you or your Agent to the call of your Draw Number, your Draw Number will be excluded from further participation in the Ballot and the next Draw Number will be called to select a Package.
- 7.7. If on completion of all scheduled Package Selection Sessions for that day you have failed to contact Ginninderry (or its Appointed Sales Agent) to agree a time for your Package Selection Session time be rescheduled (such agreement to be at Ginninderry's sole discretion), Ginninderry will remove you from any further participation in the Ballot.
- 7.8. If you attend the Package Selection Session but fail to select an available Package by the end of allocated time you will also be excluded from further participation in the Ballot.
- 7.9. Following the selection of your Package you or your Agent must confirm your selection with the Ginninderry representative (or its Appointed Sales Agent) conducting the Package Selection Session. You or your Agent will not be permitted to change your Package selection or swap your Package selection once this has been confirmed with the Ginninderry representative (or Ginninderry's Appointed Sales Agent) conducting the Package Selection Session.
- 7.10. Subject to Section 7.12 below, Package selection will continue until:
- 7.10.1. each Applicant entered into the Ballot has had the opportunity to select a Package or is excluded from the Ballot in accordance with these Ballot Conditions; or
- 7.10.2. all available Packages in the Ballot have been selected by an Applicant, whichever occurs first.
- 7.11. Ginninderry reserves the right to cancel Package selection at any time during the Ballot, even if there are Packages remaining, and will place a notice on its website if Package selection is cancelled.
- 7.12. If upon completion of the Ballot there remains unsold Packages, Ginninderry reserves the right to offer the Packages for sale without applying the Ballot conditions.

## 8. EXECUTION OF DOCUMENTATION FOLLOWING PACKAGE SELECTION

- 8.1. After selecting a Package, you or your Agent must:
- 8.1.1. provide the first instalment of the deposit of the amount of \$5,000. You can pay by personal or bank cheque, credit card or EFTPOS. Cash will not be accepted;
- 8.1.2. execute and exchange the Contract within 14 days and be in a position to comply with the Contract upon execution;

- 8.1.3. pay the required deposit specified in the Contract (being the 5% deposit, less \$5000 paid as that deposit).
- 8.2. If you fail to comply with these conditions, Ginninderry may exclude you from further participation in the Ballot.
- 8.3. The only person(s) that will be entered on the Contract to purchase are those listed on your Ballot Registration.
- 8.4. 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).
- 8.5. You will not be permitted to add or substitute your name with a new person to the Contract (including that of your Domestic Partner, or any other person required for finance purposes).
- 8.6. If you elect to purchase a Package you must provide a 5% deposit at the time of signing the Contract. Deposit may only be made by way of a cheque in favour of 'Suburban Land Agency'.

## 9. APPOINTMENT OF AGENT

- 9.1. If you are unable to attend your Package 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 Package or Package on your behalf your Agent will be required to make a selection for that Package on your behalf in accordance with the terms of these Ballot Conditions.
- 9.2. The Buyer Appointment of Agent Form must be presented to the Ginninderry Sales Agent by your Agent at your Package Selection Session prior to selecting a Package 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 Package Selection Session by your Agent.
- 9.3. If you appoint an Agent, a reference to "you" includes your Agent.

## 10. COMMUNICATION

- 10.1. All questions regarding the Ballot should be directed to Ginninderry in accordance with the Ballot Key Dates and Process.
- 10.2. 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.

## 11. DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

- 11.1. Ginninderry makes no representations or warranties as to the suitability of any Crown Lease for a Package 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.
- 11.2. 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:



- 11.2.1. an offer to contract; or
- 11.2.2. 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.
- 11.3. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, Ginninderry may:
  - 11.3.1. exclude you from participating in the Ballot for failing to comply with these Ballot Conditions, the Ballot Registration system or any other condition for participating in this Ballot advertised by Ginninderry;
  - 11.3.2. amend any document in the Ballot Pack including these Ballot Conditions, the Ballot Registration system or any other condition for participating in this Ballot advertised by Ginninderry;
  - 11.3.3. seek an amended Ballot Registration or any other application or form included in the Ballot Pack;
  - 11.3.4. consider and accept or reject any Ballot Registration;
  - 11.3.5. ask for further information in relation to a Ballot Registration;
  - 11.3.6. suspend or cease to proceed with the Ballot or any part of the Ballot, any Ballot Registration or Package Selection Session; or
  - 11.3.7. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. If you are one of two or more Applicants named in the Ballot Registration 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.
- 11.7. 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.
- 11.8. By applying for this Ballot you:

- 11.8.1. acknowledge and accept Ginninderry's privacy policy (available on Ginninderry website at [www.ginninderry.com](http://www.ginninderry.com))
- 11.8.2. acknowledge and accept that Ginninderry may provide the ACT Revenue Office with information relating to the sale of Flexi-living Home Package 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
- 11.8.3. consent to Ginninderry disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the *Information Privacy Act 2014* (ACT).

## 12. DEFINED TERMS

Capitalised terms in these Ballot Conditions have the following meanings:

**Agent** has the meaning specified in section 9.1 of these Ballot Conditions;

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

**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 Flexi-living Home Packages on behalf of Ginninderry as specified in the Key Dates and Process;

**Ballot** means the Ballot for the Flexi-living Home Package described in the Ballot Key Dates and Process;

**Ballot Registration** 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 Registration;

**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 Flexi-living Home Packages comprising the following documents:

- a. Ballot Conditions;
- b. Ballot Key Dates and Process;
- c. Buyer Appointment of Agent Form;
- d. Specimen Contract;
- e. Application for Flexi-living Home Package;
- f. a copy of the Packages available and price list; and
- g. any variations to the above documents advertised by 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 Package Selection Session in the form of the Specimen Contract;

**Draw Number** means the number allocated based on the ranking order of the drawn Ballot ID numbers.

**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;



**Eligibility Criteria** means the eligibility criteria set out in section 3.1 of these Ballot Conditions;

**Flexi-living Home Packages** means affordable house and land packages being promoted by Ginninderry as part of this Ballot Event;

**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;

**Package** means the standard single dwelling residential Packages being promoted by Ginninderry as part of this Ballot Event;

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

**Related Party** has the meaning specified at section 4.1 of these Ballot Conditions;

**Specimen Contract** means the applicable specimen Contract included in the Ballot Pack;

**Total Gross Income** is all applicants and their domestic partner/s income over the 12 months period prior to the date of the Ballot Registration. It must be less than or equal to \$120,000 (regardless of the number of dependant).