

Macnamara Land Ballot

Release 2 - 2022

Version 1



Macnamara
Ginninderry

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 Block 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
- 2.2. You must ensure your Ballot Registration includes the names of all persons to be included in the First Grant Contract. If you are successful and select a Block only those registered as a joint applicant in the Ballot Registration can be included as a buyer in the First Grant 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 Block 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 Blocks.
- 2.7. After submitting your Ballot Registration, you will be provided with a Ballot Registration Code 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, you must be:
 - 3.1.1. an individual aged 18 years or older; or
 - 3.1.2. a corporation that is registered under the Corporations Act 2001 (Cth) and has been issued with an Australian Company Number (ACN); or
 - 3.1.3. a combination of the above.
- 3.2. You, or a Related Party to you, may only submit one Ballot Registration to participate in the Ballot.
- 3.3. Ginninderry reserves the right to reject a Ballot Registration or otherwise remove an Applicant and/or Related Party to the Applicant from the Ballot, where the Applicant and/or Related Party has been issued with a Negative Dealing Notice by Ginninderry or any of its agents (including the Appointed Sales Agent).
- 3.4. Your Ballot Registration will be rejected if:
 - 3.4.1. you are not eligible to participate in the Ballot under section 3.1 of these Ballot Conditions;
 - 3.4.2. you have already submitted a Ballot Registration individually or as one member of a combination of individuals and/ or corporations that has not been rejected;
 - 3.4.3. a Related Party to you has already submitted a Ballot Registration individually or as one member of a combination of individuals and/or corporations that has not been rejected;
 - 3.4.4. you have provided false or misleading information in your Ballot Registration;
 - 3.4.5. 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;
 - 3.4.6. your Ballot Registration has not been fully completed to the satisfaction of Ginninderry;
 - 3.4.7. your personal details specified on your Ballot Registration do not match your identification or proof of address; or
 - 3.4.8. 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:
 - 4.1.1. your spouse or Domestic Partner; or
 - 4.1.2. a company of which you are a director or secretary; or
 - 4.1.3. a company of which your spouse or Domestic Partner is a director or secretary.
- 4.2. Where you are a company, a "Related Party" to you is:

- 4.2.1. your director or secretary; or
- 4.2.2. a person who is a spouse or Domestic Partner of your director or secretary; or
- 4.2.3. a company where your director or secretary is also a director or secretary of that company; or
- 4.2.4. a company where your director or secretary is a spouse or Domestic Partner of a director or secretary of that company.

5. FOREIGN BUYER

- 5.1. You must not be prohibited by the Commonwealth Treasurer from purchasing a Block under the *Foreign Acquisitions and Takeovers Act 1975* (Cth). If you are unsure if this applies to you, you must seek legal advice prior to entering into a First Grant Contract.

6. ASSESSMENT OF REGISTRATIONS

- 6.1. Ginninderry may, at its sole and absolute discretion, accept or reject any Ballot Registration at any time and exclude an 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.
- 6.2. 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.
- 6.3. 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 Block Selection Session has been cancelled.
- 6.4. Ballot Registration Code in relation to rejected Ballot Registrations will be excluded from the Ballot.

7. THE BALLOT

- 7.1. Your Ballot Registration Code 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 Registration Code from the Ballot.
- 7.2. Ballot Registration Code will be drawn at the location designated by Ginninderry.
- 7.3. The following details will be emailed to you on the dates notified in the Ballot Key Dates and Process:
 - 7.3.1. the drawn Ballot Registration Code; and
 - 7.3.2. the order of the drawn Ballot Registration Code (i.e. the Draw Numbers).

- 7.4. 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.
- 7.5. 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 Block Selection Session for those parties will be cancelled and those parties will be excluded from participating further in the Ballot process.
- 7.6. Block Selection Session times will be allocated in the order of the drawn Ballot Registration Code and will be emailed to successful Applicants.

8. BLOCK SELECTION SESSION

- 8.1. 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.
- 8.2. The Block 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 Block Selection Session at the allocated Block Selection Session time.
- 8.3. Before selecting a Block, you or your Agent must:
 - 8.3.1. provide the Ginninderry representative with:
 - 8.3.1.1. photo identification (e.g. driver license or passport); and
 - 8.3.1.2. proof of your current address (e.g. driver license, current bank statement, public utility record or other proof of address acceptable to Ginninderry);
 - 8.3.2. 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).
- 8.4. You will be given until the end of the allocated 5 minutes time to make your Block selection.
- 8.5. You will be required to check-in prior to the commencement of your Block Selection Session. You will be advised of the check-in time by Ginninderry's Appointed Sales Agent well in advance of your Block Selection Session. If you or your Agent do not check-in for your Block 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 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.
- 8.6. 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 Block.

- 8.7. If on completion of all scheduled Block Selection Sessions for that day you have failed to contact Ginninderry (or its Appointed Sales Agent) to agree a time for your Block 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. Subject to Section 8.11 below, block selection will continue until:
 - 8.10.1. 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
 - 8.10.2. all available Blocks in the Ballot have been selected by an Applicant, whichever occurs first.
- 8.11. 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.
- 8.12. If upon completion of the Ballot there remains unsold Blocks, Ginninderry reserves the right to offer the Blocks for sale without applying the Ballot conditions.

9. EXECUTION OF DOCUMENTATION FOLLOWING BLOCK SELECTION

- 9.1. After selecting a Block, you or your Agent must:
 - 9.1.1. execute and exchange the First Grant Contract and be in a position to comply with the First Grant Contract upon execution;
 - 9.1.2. pay the required deposit specified in the First Grant Contract (being the 5% deposit).
- 9.2. If you fail to comply with these conditions, Ginninderry may exclude you from further participation in the Ballot.
- 9.3. The only person(s) that will be entered on the First Grant Contract to purchase are those listed on your Ballot Registration.
- 9.4. 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).
- 9.5. You will not be permitted to add or substitute your name with a new person to the First Grant Contract (including that of your Domestic Partner, or any other person required for finance purposes).

- 9.6. If you elect to purchase a Block you must provide a 5% deposit at the time of signing the First Grant Contract. You can pay by personal or bank cheque in favour of 'Suburban Land Agency', credit card or EFTPOS.
- 9.7. Cash will not be accepted.

10. APPOINTMENT OF AGENT

- 10.1. 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 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.
- 10.2. The Buyer Appointment of Agent Form must be presented to the Appointed 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.
- 10.3. If you appoint an Agent, a reference to "you" includes your Agent.

11. COMMUNICATION

- 11.1. All questions regarding the Ballot should be directed to Ginninderry in accordance with the Ballot Key Dates and Process.
- 11.2. 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.

12. DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

- 12.1. 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 First Grant Contract.
- 12.2. 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:
- 12.2.1. an offer to contract; or

- 12.2.2. a binding undertaking of any kind by Ginninderry including, without limitation an undertaking that could give rise to any promissory estoppel, quantum merit or any other contractual, quasi contractual or restitutionary action or any rights with a similar legal or equitable basis whatsoever.
- 12.3. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, Ginninderry may:
- 12.3.1. 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;
 - 12.3.2. 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;
 - 12.3.3. seek an amended Ballot Registration or any other application or form included in the Ballot Pack;
 - 12.3.4. consider and accept or reject any Ballot Registration;
 - 12.3.5. ask for further information in relation to a Ballot Registration;
 - 12.3.6. suspend or cease to proceed with the Ballot or any part of the Ballot, any Ballot Registration or Block Selection Session; or
 - 12.3.7. 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.
- 12.4. 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.
- 12.5. 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 issues a Negative Dealing Notice or exercises its rights under these Ballot Conditions.
- 12.6. 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.
- 12.7. 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.

12.8. By applying for this Ballot you:

12.8.1. acknowledge and accept Ginninderry's privacy policy (available on Ginninderry website at www.ginninderry.com);

12.8.2. acknowledge and accept that Ginninderry may provide the ACT Revenue Office with information relating to the sale of Block including details of First Grant Contracts that have been exchanged and personal details of buyers as defined in the schedule of the First Grant Contracts. This information is provided for various purposes including allowing the ACT Revenue Office to determine outstanding duty to be paid; and

12.8.3. consent to Ginninderry disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the *Information Privacy Act 2014* (ACT).

13. 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;

Appointed Sales Agent means a real estate agent appointed by Ginninderry to sell Land on behalf of Ginninderry as specified in the Key Dates and Process;

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

Ballot Registration means the application for this Ballot available at 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 Registration Code 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 Land comprising the following documents:

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



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

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

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

Draw Number means the number allocated based on the ranking order of the drawn Ballot Registration Code;

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;

First Grant Contract means the legally binding contract required to be executed by you and Suburban Land Agency following your Block Selection Session;

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;

Negative Dealing Notice means a notice issued by Ginninderry or its agents to an Applicant and/or Related Party to the Applicant for matters including:

- a. breaches of obligations to Ginninderry or the Seller under other sales contracts including but not limited to breaches with respect to compliance obligations contained in Ginninderry' s Housing Development Requirements and/or Design Requirements;
- b. intimidating, threatening, abusive, aggressive, harassing, discourteous or violent behavior towards Ginninderry, the Suburban Land Agency, their staff, agents or contractors; or
- c. any other matter that Ginninderry deems to warrant the issue of a Negative Dealing Notice, the basis of which will be included in such notice.

Related Party has the meaning specified at section 4 of these Ballot Conditions;

Specimen First Grant Contract means the applicable specimen First Grant Contract included in the Ballot Pack (and as amended in accordance with any notice issued by Ginninderry to a specific Applicant, if relevant).