



Ginninderry 

# Ballot Conditions

Flexi-living Homes



**Suburban Land**  
Agency



RIVERVIEW  
GROUP

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## 1. DEFINITIONS

Capitalised terms in these Sales Conditions have the following meanings:

**Agent** has the meaning specified in section 11.1 of these Sales Conditions;

**Anti-money laundering and counter-terrorism financing (AML/CTF)** means the comprehensive set of laws, regulations, and procedures designed to detect and deter criminals from disguising illegally obtained funds as legitimate income or financing terrorist activities;

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

**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 Registration Code** means the number allocated to an Applicant following submission of a Ginninderry Ballot Registration;

**Buyer** means the buyer specified in the schedule of a Contract for Sale;

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

**Contract** means the legally binding contract required to be executed by you, the Suburban Land Agency and Riverview Developments (ACT) Pty Limited following your Flexi-living Home Package Selection Session in the form of the Specimen Contract;

**Customer Due Diligence (CDD)** means the involvement understanding who Ginninderry's Applicants and Buyers are before providing them with designated services, and throughout the course of a business relationship;

**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;

**Draw** means the draw of the Ballot Registration Codes;

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

**Eligibility Criteria** means the eligibility criteria set out in section 4.1 of these Ballot Conditions;

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

**Flexi-living Home Package Selection Session** means the time allocated to you following the Draw where you may select an available Flexi-living Home package and enter into a Contract for that Flexi-living Home package;

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

**Ginninderry Ballot Registration** means the application for this Sales Event available at [www.ginninderry.com](http://www.ginninderry.com);

**Key Dates and Process** means the document described as such included in your Sales Pack;

**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. intimidating, threatening, abusive, aggressive, harassing, discourteous or violent behavior towards Ginninderry, their staff, agents or contractors; or
- b. 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 5 of these Sales Conditions;

**Sales Conditions** means this document including conditions for participation in this Sales Event;

**Sales Event** means the Sales Event specified in the Key Dates and Process;

**Sales Pack** means the pack of documentation applicable to the Sales Event for Flexi-living Home Packages comprising the following documents:

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

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

**Statutory Declaration** means the statutory declaration set out in section 10.1 of these Ballot Conditions.

## 2. SALES PACK

- 2.1. These Sales Conditions apply to the Sales Event specified in the Key Dates and Process in the Sales Pack.
- 2.2. A reference to “you” or “your” below is a reference to the Applicant or Applicants specified in the Ginninderry Ballot Registration submitted to Ginninderry.
- 2.3. If any of the documents contained in the Sales Pack are amended prior to the Draw, the amended documents will be made available to you by Ginninderry. Amendments made after the Draw will only be made available to you if you have been allocated a Flexi-living Home Package Selection Session.



- 2.4. You should make your own enquiries and satisfy yourself as to the accuracy of the information contained in the documents included in the Sales Pack and any other conditions for participating in the Sales Event advertised by Ginninderry, prior to registering to participate in the Sales Event.

### **3. REGISTRATION**

- 3.1. To register to participate in this Sales Event you must complete and submit the Ginninderry Ballot Registration form at [www.ginninderry.com](http://www.ginninderry.com)
- 3.2. You must ensure your Ginninderry Ballot Registration includes the names of all persons to be included in the Contract. If you are successful and select a Flexi-living Home Package only those registered as an Applicant or a joint Applicant in the Ginninderry Ballot Registration can be included as a Buyer in the Contract.
- 3.3. By lodging a Ginninderry Ballot Registration, you agree to abide by these Sales Conditions.
- 3.4. When lodging a Ginninderry Ballot Registration, photo identification (e.g., driver 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.
- 3.5. The Key Dates and Process specifies the dates and times during which Ginninderry Ballot Registration can be submitted. Registrations will not be accepted after the applicable date and time specified in the Key Dates and Process.
- 3.6. When attending your Flexi-living Home 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 Ginninderry Ballot Registration.
- 3.7. If you do not have internet access, Ginninderry can assist you with the provision of all documentation, completing your Ginninderry Ballot Registration and providing you with information on available Flexi-living Home Packages.
- 3.8. After submitting your Ginninderry 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).

### **4. EXCLUSION OF APPLICATIONS FOR THE SALES EVENT**

#### **Who is eligible?**

- 4.1. To participate in the Sales Event, you must meet the following Eligibility Criteria:
  - 4.1.1. You do not own, and have not entered into a contract to purchase, any real property, in Australia or overseas, either alone or jointly with anyone;



- 4.1.2. Your Domestic Partner does not own, and has not entered into a contract to purchase, any real property, in Australia or overseas, either alone or jointly with anyone;
- 4.1.3. If you are successful in the Ballot to purchase a Flexi-living Home (Home), you intend to live in the Home for a minimum of three (3) continuous years beginning within the first year after completion of the Contract to purchase the Home, and you will not lease the Home prior to occupying it; and
- 4.1.4. If you are successful in the Ballot to purchase a Flexi-living Home, you do not intend to sell the Home for a minimum of 3 years from the date of completion of the Contract to purchase the Home.
- 4.2. You, or a Related Party to you, may only submit one Ginninderry Ballot Registration to participate in the Sales Event.
- 4.3. You must be an individual aged 18 years or order and company registration is not accepted.
- 4.4. Ginninderry reserves the right to reject a Ginninderry Ballot Registration or otherwise remove an Applicant and/or Related Party to the Applicant from the Draw and the Sales Event, 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).
- 4.5. Your Ginninderry Ballot Registration will be rejected if:
  - 4.5.1. you are not eligible to participate in the Sales Event under section 4.1 of these Sales Conditions;
  - 4.5.2. you have already submitted a Ginninderry Ballot Registration;
  - 4.5.3. you have provided false or misleading information in your Ginninderry Ballot Registration;
  - 4.5.4. your Ginninderry Ballot Registration has not been fully completed to the satisfaction of Ginninderry;
  - 4.5.5. your personal details specified on your Ginninderry Ballot Registration do not match your identification or proof of address; or
  - 4.5.6. the submission of your Ginninderry Ballot Registration or anything contained in your Ginninderry Ballot Registration does not otherwise comply with any of the conditions for participation in the Sales Event including these Sales Conditions, the Key Dates and Process, the conditions on any forms required to be completed to participate in this Sales Event and any other conditions otherwise advertised by Ginninderry.

## **5. DEFINITION OF RELATED PARTY**

- 5.1. Where you are a person, a “Related Party” to you is:
  - 5.1.1. your spouse or Domestic Partner.



## 6. ASSESSMENT OF REGISTRATIONS

- 6.1. Ginninderry may, at its sole and absolute discretion, accept or reject any Ginninderry Ballot Registration at any time and exclude an Applicant from further participation in the Sales Event even if the Applicant has been offered a Flexi-living Home Package Selection Session or selected a Flexi-living Home Package. 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 Sales Event including requesting a statutory declaration(s) and/or interviewing you or other parties in relation to your Ginninderry 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 Key Dates and Process, you may be excluded from further participation in the Sales Event.
- 6.3. Ginninderry or its Appointed Sales Agent or legal adviser will use its best endeavours to notify you if your Ginninderry Ballot Registration has been rejected or your Flexi-living Home Package Selection Session has been cancelled.
- 6.4. Ballot Registration Codes in relation to rejected Ginninderry Ballot Registrations will be excluded from the Draw.

## 7. THE DRAW

- 7.1. Your Ballot Registration Code will be entered into the Draw unless your Ginninderry 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 Draw.
- 7.2. Ginninderry will email you on the dates notified in the Key Dates and Process asking you to confirm by a specified date if you would like a Flexi-living Home Package Selection Session. You will only be allocated a Draw Number if you confirm with Ginninderry by the specified date that you would like a Selection Session.
- 7.3. The Ballot Registration Code will be drawn at the location designated by Ginninderry.
- 7.4. The following details will be emailed to you on the dates notified in the Key Dates and Process:
  - 7.4.1. The drawn Ballot Registration Code; and
  - 7.4.2. the order of the drawn Ballot Registration Code Numbers (i.e. the Draw Numbers).



## 8. FLEXI-LIVING HOME PACKAGE SELECTION SESSION

- 8.1. This section only applies to you if you are notified that you have a Flexi-living Home Package Selection Session.
- 8.2. The Flexi-living Home Package Selection Session will take place at the location advised by Ginninderry. You (including all persons or representatives listed on your Ginninderry Ballot Registration) or your 'Agent' (see section 11 below) must attend your Flexi-living Home Package Selection Session at the allocated Flexi-living Home Package Selection Session time.
- 8.3. Before selecting a Flexi-living Home Package, you or your Agent must provide the Ginninderry representative with:
  - 8.3.1. photo identification (e.g. driver license or passport);
  - 8.3.2. proof of your current address (e.g. driver license, current bank statement, public utility record or other proof of address acceptable to Ginninderry); and
  - 8.3.3. If you are represented by an Agent, your Agent must provide Ginninderry with an original completed Buyer Appointment of Agent Form and appropriate proof of identification; and
  - 8.3.4. If you are represented by an Agent, your Agent must also provide Ginninderry with a signed Statutory Declaration from you (see Section 10 below).
- 8.4. You will be given until the end of the allocated 10 minutes time to make your Flexi-living Home Package selection. You may only purchase a maximum of one Flexi-living Home Package, subject to the discretion of Ginninderry.
- 8.5. You will be required to check in prior to the commencement of your Flexi-living Home Package Selection Session. You will be advised of the check in time by Ginninderry in advance of your Flexi-living Home Package Selection Session.
- 8.6. If you or your Agent do not check in for your Flexi-living Home 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 Flexi-living Home Package Selection Session time, at Ginninderry's absolute discretion, your Flexi-living Home Package Selection Session time may be rescheduled to another time at Ginninderry's discretion.
- 8.7. 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 Flexi-living Home Package.
- 8.8. If on completion of all scheduled Flexi-living Home Package Selection Sessions for that day you have failed to contact Ginninderry (or its Appointed Sales Agent) to agree a time for your Flexi-living Home Package Selection Session time to be rescheduled (such agreement to be at Ginninderry's sole discretion), Ginninderry will remove you from any further participation in the Ballot.

- 8.9. If you attend the Flexi-living Home Package Selection Session but fail to select an available Flexi-living Home Package by the end of allocated time, you may be excluded from further participation in the Sales Event.
- 8.10. Following the selection of your Flexi-living Home Package you or your Agent must confirm your selection with the Ginninderry representative (or its Appointed Sales Agent) conducting the Flexi-living Home Package Selection Session. You or your Agent will not be permitted to change your Flexi-living Home Package selection or swap your Flexi-living Home Package selection once this has been confirmed with the Ginninderry representative (or Ginninderry's Appointed Sales Agent) conducting the Flexi-living Home Package Selection Session.
- 8.11. Subject to Section 8.12 below, the Flexi-living Home Package Selection will continue until:
- 8.11.1. each Applicant entered into the Draw has had the opportunity to select a Flexi-living Home Package or is excluded from the Sales Event in accordance with these Sales Conditions; or
- 8.11.2. all available Flexi-living Home Packages have been selected by an Applicant, whichever occurs first.
- 8.12. Ginninderry reserves the right to cancel the Flexi-living Home Package Selection Session at any time during the Sales Event, even if there are Flexi-living Home Packages remaining, and will inform you accordingly.
- 8.13. If upon completion of the Sales Event there remains unsold Flexi-living Home Packages, Ginninderry reserves the right to offer the Flexi-living Home Packages for sale without applying these Sales Conditions.

## **9. EXECUTION OF DOCUMENTATION FOLLOWING FLEXI-LIVING HOME PACKAGE SELECTION**

- 9.1. After selecting a Flexi-living Home Package, you or your Agent must:
- 9.1.1. choose a colour scheme; and
- 9.1.2. sign the Contract and be in a position to comply with the Contract upon execution; and
- 9.1.3. pay the required deposit specified in the Contract (being the 5% deposit); and
- 9.1.4. sign a Statutory Declaration (see section 10 below).
- 9.2. If you fail to comply with these conditions, Ginninderry may exclude you from further participation in the Sales Event.
- 9.3. The only person(s) that will be entered on the Contract to purchase are those listed on your Ginninderry 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 Contract (including that of your Domestic Partner, or any other person required for finance purposes).
- 9.6. If you elect to purchase a Flexi-living Home Package you must provide a 5% deposit of the package price at the time of signing the Contract. You can pay by personal or bank cheque in favour of 'Suburban Land Agency', electronic funds transfer, credit card or EFTPOS. Cash will not be accepted.
- 9.7. Exchange of the Contract will occur at the Flexi-living Home Package Selection Session. Following exchange your nominated solicitor (if you have not nominated a solicitor, you) will be provided with a copy of the exchanged contract.
- 9.8. You acknowledge and accept that the 5% building deposit received by Suburban Land Agency will be transferred to Riverview Developments (ACT) Pty Ltd post exchange of Contract.

## 10. STATUTORY DECLARATION

- 10.1. You will be required to complete and execute a Statutory Declaration (witnessed by Ginninderry's legal representative) that declares you will satisfy the Eligibility Criteria.
- 10.2. The above declarations are required to be provided at exchange of the Contract. If you are represented by an Agent, your Agent must also provide Ginninderry with a signed Statutory Declaration by you (witness by the persons may be made under the *Statutory Declarations Act 1959*).
- 10.3. If you or your Agent are unable to provide the Statutory Declarations at that time, exchange of the Contract will not proceed and Ginninderry may elect to return the package to the market.
- 10.4. It is an offence under Section 11 of the *Statutory Declarations Act 1959* to intentionally make a false declaration in a statutory declaration.
- 10.5. If you have provided false or misleading information in any of the Statutory Declarations, Ginninderry may restrict your participation in future sales events in its absolute discretion.
- 10.6. The Contract contains a warranty by you on similar terms to the statements contained in the Statutory Declaration. If you are found to be in breach of the warranty, Ginninderry may terminate the Contract and pursue any other rights set out in the Contract.

## 11. APPOINTMENT OF AGENT

- 11.1. If you are unable to attend your Flexi-living Home 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 Flexi-living Home Package on your behalf, the Agent will do so in accordance with the terms of these Sales Conditions.

- 11.2. The Buyer Appointment of Agent Form must be presented to the Appointed Sales Agent by your Agent at your Flexi-living Home Package Selection Session prior to selecting a Flexi-living Home 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 Flexi-living Home Package Selection Session by your Agent.
- 11.3. If you appoint an Agent, a reference to “you” includes your Agent.
- 11.4. Your Agent cannot sign a Statutory Declaration on your behalf even though a Buyer Appointment of Agent Form is completed. Your Agent must bring a signed Statutory Declaration by you to the Flexi-living Home Package Selection Session. The signed Statutory Declaration must be witness by the persons may be made under the *Statutory Declarations Act 1959*.

## **12. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF)**

- 12.1. You acknowledge and accept that Ginninderry is legally required to conduct Customer Due Diligence for Applicants and Buyers in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (the Act) and Rules, starting 1 July 2026.
- 12.2. To participate in the Sales Event, you must provide all reasonable information required by Ginninderry to enable it to comply with its Customer Due Diligence obligations under the Act, including but not limited to the following:
  - 12.2.1. Collecting and verifying appropriate information about you; and
  - 12.2.2. Identifying the ultimate beneficial owners behind corporate or trust structures; and
  - 12.2.3. Verifying source of funds.
- 12.3. Further information in relation to the Act and requirements can be found at: <https://www.austrac.gov.au/>

## **13. COMMUNICATION**

- 13.1. All questions regarding the Sales Event should be directed to Ginninderry in accordance with the Key Dates and Process.
- 13.2. 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 Sales Event. 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 Sales Event.

## 14. DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

- 14.1. Ginninderry makes no representations or warranties as to the suitability of any Crown Lease for a Flexi-living Home 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.
- 14.2. Nothing in the Sales 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 Sales Pack is not, and will not be deemed to be:
- 14.2.1. an offer to contract; or
- 14.2.2. 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.
- 14.3. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, Ginninderry may:
- 14.3.1. exclude you from participating in the Sales Event for failing to comply with these Sales Conditions, the Ginninderry Ballot Registration system or any other condition for participating in this Sales Event advertised by Ginninderry;
- 14.3.2. amend any document in the Sales Pack including these Sales Conditions, the Ginninderry Ballot Registration system or any other condition for participating in this Sales Event advertised by Ginninderry;
- 14.3.3. seek an amended Ginninderry Ballot Registration or any other application or form included in the Sales Pack;
- 14.3.4. consider and accept or reject any Ginninderry Ballot Registration;
- 14.3.5. ask for further information in relation to a Ginninderry Ballot Registration;
- 14.3.6. suspend or cease to proceed with the Sales Event or any part of the Sales Event, any Ginninderry Ballot Registration or Flexi-living Home Package Selection Session; or
- 14.3.7. vary or extend any time or date in the Key Dates and Process or in any other condition for participating in this Sales Event advertised by Ginninderry.
- 14.4. Participation in any stage of this Sales Event or in relation to any matter concerning this Sales Event 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 Sales Event or in taking part in the Sales Event or taking any action related to the Sales Event.
- 14.5. 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 Sales Event, including, without limitation, instances where Ginninderry issues a Negative Dealing Notice or exercises its rights under these Sales Conditions.

- 14.6. If you are one of two or more Applicants named in the Ginninderry Ballot Registration you are liable for all of the obligations under these Sales Conditions both separately on your own and jointly with the other person or persons named as Applicants.
- 14.7. 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 Sales Conditions, tort (including by Ginninderry or its servants, employees, contractors or agents negligence) or under statute.
- 14.8. By applying for this Sales Event you:
- 14.8.1. acknowledge and accept Ginninderry's privacy policy (available on Ginninderry website at [www.ginninderry.com](http://www.ginninderry.com));
- 14.8.2. 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
- 14.8.3. consent to Ginninderry disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the *Information Privacy Act 2014* (ACT).