



Sherwood Grange

Sherwood Grange, Lots 201-212 release ballot ("Ballot")

The Vendor strongly recommends obtaining independent legal, financial and accounting advice before entering into a Contract for Sale for the purchase of land under this Ballot.

These terms and conditions ("**Ballot Conditions**") govern the Ballot. Information on how to enter the Ballot forms part of the Ballot Conditions.

A reference to "you" or "your" below is a reference to the Applicant specified in the Ballot Form submitted to the Vendor and includes any Applicant who becomes a Registrant. A reference to "we" or "us" is a reference to the Vendor.

1. Eligibility

You are eligible to complete a Ballot Form to participate in the Ballot if you are:

- (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).

2. Ballot Form conditions

- 2.1 You are only permitted to lodge one Ballot Form and therefore one Ballot entry will be allowed per individual or group of individuals.
- 2.2 You must complete a Ballot Form that is available at the Villawood Properties website address <https://villawoodproperties.com.au/community/sherwood-grange/sherwood-grange-ballot/> by no later than 5:00pm on 31 July 2020.
- 2.3 You must provide proof of identity that is satisfactory to the Vendor which contains photo identification and address details, when submitting a Ballot Form.
- 2.4 You must ensure that your Ballot Form includes the names of all persons or companies to be included in the Contract for Sale if you become an eligible to purchase a Lot under these Ballot Conditions.
- 2.5 You acknowledge that your Ballot Form is an application to participate in this Ballot only and does not represent an application to participate in any other ballots conducted by the Vendor. By lodging a Ballot Form, you agree to abide by these Ballot Conditions.

3. Registration of Ballot Forms

- 3.1 The Vendor's sales consultant will review your Ballot Form and will notify you on whether your Ballot Form has been accepted or rejected.

- 3.2 If your Ballot Form has been accepted by the Vendor's Sales Consultant, you will be issued with a Registration Acceptance Slip and will become a Registrant. You must keep this Registration Acceptance Slip with you for the Ballot Day.
- 3.3 Your Ballot Form will be rejected if:
- (a) you are not eligible to participate in the Ballot under paragraph 1 of these Ballot Conditions or fail to comply with any of the Ballot Form conditions in paragraph 2 of these Ballot Conditions;
 - (b) you have already submitted an Ballot Form 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 registration Ballot Form 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 Form;
 - (e) your Ballot Form has not been fully completed to the satisfaction of the Vendor;
 - (f) your personal details specified on your Ballot Form do not match your identification or proof of address or you do not resemble your photo identification; or
 - (g) the submission of your Ballot Form or anything contained in your Ballot Form does not otherwise comply with any of the conditions for participation in the Ballot including these Ballot Conditions, and any other conditions otherwise advertised by the Vendor.

4. The Ballot

- 4.1 The Ballot will be held on Saturday 1 August 2020 (**Ballot Day**) at 9.00am.
- 4.2 All Registrants must have provided satisfactory photo identification and their Registration Acceptance Slip.
- 4.3 You acknowledge that the name/s registered on the Registration Acceptance Slip must be identical to the name/s appearing as 'Purchaser' in the Contract for Sale. No changes, additions or deletions of names will be permitted at any time, before or after exchange of contracts.
- 4.4 Each Lot will be drawn in 10 minute increments.
- 4.5 If the Registrant is successful, the Registrant will have 1 hour to sign the Contract of Sale and pay the full 10% deposit (unless otherwise agreed by the Vendor) to the Vendor's nominated bank account.
- 4.6 If the Contract of Sale is not completed and the 10% deposit is not received within the 1 hour allotted, the Lot will go back into Ballot and the Registrant's draw will be forfeited and the Lot will be placed back into the Ballot and re-drawn.

4.7 Ballot Draws will continue until Contracts of Sale for all Lots have been exchanged or there are no further Registrants.

4.8 The Vendor reserves the right to withdraw any Lot or Lots from the Ballot.

5. Limitation of liability

5.1 You acknowledge that neither the Vendor nor any of its Representatives make any representations or warranties as to the suitability of any Lot for you and you that you have made, and rely on, your own investigations and enquiries in relation to the suitability of any Lot for you. The Vendor strongly recommends that you obtain legal, financial and accounting advice prior to entering into a Contract for Sale or participating in the Ballot.

5.2 Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, the Vendor may:

- (a) exclude you from participating in the Ballot for failing to comply with these Ballot Conditions or any other condition for participating in this Ballot advertised by the Vendor;
- (b) amend these Ballot Conditions, or any other condition for participating in this Ballot by notice on our website;
- (c) ask for further information in relation to a Ballot Form;
- (d) suspend or cease to proceed with the Ballot or any part of the Ballot or any Ballot Form; or
- (e) vary or extend any time or date for participating in this Ballot advertised by the Vendor.

5.3 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. You agree that neither the Vendor nor the Vendor's Representatives will 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. You hereby release and hold the Vendor and its Representatives harmless in relation to any liability for such costs or expenses.

5.4 Neither the Vendor nor its Representatives will be liable to you for damages, losses or liabilities of any kind, including without limitation, direct, indirect or consequential loss or damages, howsoever incurred including under the tort of negligence, arising out of or in relation to the Ballot whatsoever or as a consequence of any matter or thing relating or incidental to your participation in the Ballot, including, without limitation, instances where the Vendor exercises its rights under these Ballot Conditions. The Vendor also excludes any implied terms from these Ballot Conditions. You hereby release and hold the Vendor and its Representatives harmless in relation to any such liability. Nothing in this clause, however, abrogates or excludes any rights that you may have under law which are not capable of being excluded (**Non-Excludable Rights**). These Ballot Conditions are subject to any such Non-Excludable Rights.

5.5 If you are one of two or more Applicants named in the Ballot Form 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.

6. Privacy and sharing of Personal Information

6.1 The Vendor complies with the provisions of the Privacy Act 1988 (Cth) and the Australian Privacy Principles in relation to the collection, use, storage and disclosure of Personal Information. The Vendor collects Personal Information such as you name, email address, postal address, phone numbers, driver's licence number, credit card information. The Vendor collects your Personal Information for the purposes of processing your Ballot Form; to contact you regarding your Ballot Form and the Ballot and to keep you informed of our other services.

6.2 By applying for this Ballot you:

- (a) acknowledge that any Personal information which you give the Vendor will be used for the primary purpose of accessing and processing your Ballot Form and for any other purposes set out in this clause 6.2 to which you give your consent under these Ballot Conditions;
- (b) acknowledge and accept that the Vendor's usual practice is to provide the Victorian State Revenue Office with information relating to the sale of land including personal details of buyers as defined in the schedule of the Contract of Sale. This information is provided for various purposes including allowing the Victorian State Revenue Office to determine duty to be paid by an Applicant;
- (c) consent to the Vendor using your Personal Information to request your feedback on our products and services and to contact you with other information about the Vendor and its products and services - your consent to receiving this information will remain current until you advise us otherwise;
- (d) consent to your Personal Information being disclosed to the Vendor's service providers (including our marketing agencies, website operator and information technology providers) for these purposes. If we disclose Personal Information to a third party, we generally require that the third party protect your information to the same extent that we do and will take reasonable steps to ensure that the persons and organisations to whom we disclose Personal Information are bound to protect the privacy of that Personal Information; and
- (e) consent to the Vendor disclosing your Personal Information to other Victorian and Commonwealth government agencies.

6.3 As at the date of these Ballot Conditions it is not likely that your personal information will be disclosed to overseas recipients.

6.4 You may also contact us to request access to the Personal Information that we hold about you and/or to make corrections to that information or if you have any complaints, at any time.

7. General

- 7.1 Any omission to exercise, or delay in exercising, any right or remedy under these terms and conditions shall not constitute a waiver by the Vendor of that, or any other, right or remedy.
- 7.2 These Ballot Conditions are governed by and are to be construed under the laws in force in Victoria.
- 7.3 If a provision in these Ballot Conditions is wholly or partly void, illegal or unenforceable that provision or part must, to that extent, be treated as deleted from these Ballot Conditions. This does not affect the validity or enforceability of the remainder of the provision or any other provisions in these Ballot Conditions.
- 7.4 The Vendor holds the benefit of any releases and rights to be held harmless, in these Ballot Conditions, on its own behalf and on behalf of its Representatives.

8. Defined Terms

Capitalised terms in these Ballot Conditions have the following meanings:

- (a) **Applicant** means the natural person and/or corporation specified as such in the Ballot Form;
- (b) **Ballot Form** means the Ballot Form for this Ballot which can be found at the location specified in clause 2.2.
- (c) **Ballot** means the ballot for the sale of the Lots;
- (d) **Ballot Conditions** means this document;
- (e) **Ballot Draw** means the ballot draw in respect of the Lots;
- (f) **Contract for Sale** means the contract for sale for the specific Lot;
- (g) **HWLE Trust Account** means the following account:
- (i) **Name of Account:** HWL Ebsworth Lawyers
 - (ii) **Name of Bank:** Westpac Banking Corporation
 - (iii) **Address of Bank:** 114 William Street, Melbourne, VIC, 3000
 - (iv) **BSB No:** 033003
 - (v) **Account Number:** 313396
- (h) **Lot** means the lots identified in the Ballot Form;
- (i) **Personal Information** has the meaning given to it in the Privacy Act 1988 (Cth).

- (j) **Registrant** means an Applicant whose Ballot Form has been accepted under clause 3.2 and who has paid their deposit and received a Registration Acceptance Slip in accordance with that clause.

- (k) **Related Party** means:
 - (i) where you are a natural person:
 - (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; or

 - (ii) where you are a corporation:
 - (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.

- (l) **Representative** means a party's employees, contractors, agents or officers.

- (m) **Vendor** means Salesian Society (VIC) Inc ABN 43 206 946 086.