

SALES RELEASE – TERMS AND CONDITIONS

Schedule

Land Release	Evergreen Land Release – 16 th October 2021
Stockland Development	Evergreen
Email Date	Tuesday 5 th October 2021
Eventbrite Page	https://www.eventbrite.com.au/e/evergreen-land-release-16-october-2021-expression-of-interest-tickets-184400626237
Registration Period	Saturday 16 th October, 10am – 11am AEST
Sales and Information Centre	Corner of Pattersons Road and Merribrook Boulevard, Clyde
Initial Deposit	\$3,000
Total deposit	10% (less initial deposit of \$3,000)
Sales Call Period	Saturday 16 th October 12pm – 5pm AEST
Sales Appointment Period	Saturday 23 rd & Sunday 24 th October, 10am – 5pm AEST
Final Contract Date	Sunday 24 th October 2021
State	Victoria

1. By participating in the Land Release, participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
2. The Land Release is only open to participants that:
 - (a) as at the Email Date, have an active registration on the database for the Stockland Development;
 - (b) receive an email from Stockland on the Email Date inviting such participants to participate in the Land Release; and
 - (c) have not entered into a contract for sale to purchase a lot within a Stockland residential community in the State which, as at the Email Date, has not settled.
3. To participate in the Land Release, a participant must, during the Registration Period, visit the Eventbrite Page, click on “REGISTER” and follow the prompts to complete the registration of their expression of interest.
4. Participants are not permitted to register their expression of interest on the Eventbrite Page more than once. Participants that register their expression of interest more than once will not be permitted to participate in the Land Release.
5. When registering their expression of interest on the Eventbrite page, each Participant must use the same email address and contact details as those recorded on the database for the Stockland Development. Participants that register their expression of interest using an email address and contact details that are inconsistent with those recorded on the database for the Stockland Development will not be permitted to participate in the Land Release.
6. Participants that are successful in registering their expression of interest will receive a ticket via email (the sender of the email will be orders@eventbrite.com.au).. Receipt of a ticket by a participant does not guarantee the recipient an opportunity to purchase land in the Land Release.
7. Tickets will be allocated based on the time participants complete the registration of their expression of interest (that is, tickets will be allocated to participants on a “first-come, first-served” basis). Once the number of tickets allocated to participants reaches the maximum number of tickets included in the Land Release, no further tickets will be allocated and participation in the Land Release will be limited to participants that received a ticket.

8. Stockland will determine, at its absolute discretion, the maximum number of tickets included in the Land Release such information may or may not be disclosed to Participants.
9. Once the maximum number of tickets has been allocated or such earlier time as Stockland determines, Stockland will call recipients to schedule an appointment. Not all participants that receive a ticket will be successful in securing a an opportunity to purchase land in the Land Release.
10. Once the number of sales appointments allocated to participants reaches the maximum number of sales appointments included in the Land Release, no further sales appointments will be allocated.
11. Stockland will determine, at its absolute discretion, the maximum number of sales appointments included in the Land Release.
12. Following the Registration Period, a member of Stockland's sales team will contact, by telephone, all participants that receive a ticket. Each participant will be called during the Sales Call Period to schedule an appointment during Sales Appointment Period. Each participant will be called twice during the call period and if they cannot be contacted within this time, Stockland reserves the right to terminate the participant's further participation in the Land Release
13. All sales appointments will be held at the Sales and Information Centre or via video call during the Sales Appointment Period where the sales process will be explained to you in further detail. The exact time of each sales appointment will be confirmed during each participant's telephone call with a member of Stockland's sales team.
14. Each participant is permitted to purchase only one lot in the Land Release, subject to availability..
15. **FOR VIC and QLD ONLY:** When a Participant is called during the Sales Call Period, the Initial Deposit must be paid to secure the sales appointment. Should the parties proceed to contract, the Initial Deposit will be applied to the Deposit. If the Participant requires finance to complete the purchase, a copy of a pre-approval letter from a lender is required to be provided at the sales appointment. Each participant will be provided with the contract for sale of land for the relevant lot. The provision of a contract for the sale of land does not create any legally binding obligations or agreement between Stockland and a participant. There will be no binding contract between Stockland and a participant unless, and until, contracts for the sale of land have been exchanged. Stockland does not guarantee that your preferred lots will be available for you.
16. **FOR NSW ONLY:** At the sales appointments, the Initial Deposit must be paid to secure a lot. Should the parties proceed to contract, the Initial Deposit will be applied to the Deposit.. If the Participant requires finance to complete the purchase, a copy of a pre-approval letter from a lender is required to be provided at the sales appointment. There will be no binding contract between Stockland and a participant unless, and until, contracts for the sale of land have been exchanged. Stockland does not guarantee that your preferred lots will be available for you.
17. On or before contract signing, the balance of the Total Deposit must be paid. The balance of the purchase price is payable at settlement in accordance with the terms of the contract of sale.
18. If a contract is not entered into for any property in this release by the Final Contract Date Stockland may continue to market that property and enter into a contract for that property with any party at its absolute discretion.

19. The provision of a contract of sale does not create any legally binding obligations between Stockland and a participant.
20. There will be no binding contract between Stockland and a participant unless, and until, contracts for the sale of land have been signed by Stockland and the participant and dated
21. Stockland will not be responsible for non-delivery of electronic communications or timeliness of email delivery. It is the Participant's responsibility to check their emails including any junk or spam folders as Stockland will not be liable if the email is directed to their junk or spam folders
22. To the extent permitted by law, Stockland, its related entities and trusts, its advisors and agencies associated with the sales process, and all of their officers, employees and contractors, are not liable and do not accept any responsibility for:
 - (a) any communication, or a lack of communication, with a participant or potential purchaser;
 - (b) any incorrect or incomplete information which may be communicated in the course of the Land Release; or
 - (c) any loss, cost or expense incurred by a participant in connection with the Land Release.
23. If any issue or dispute arises in relation to the Land Release, Stockland may make a decision regarding the issue or dispute in its sole and absolute discretion. Stockland's decision will be final and no correspondence will be entered into.
24. Stockland reserves the right to vary these terms and conditions, and extend, suspend, terminate or otherwise vary the Land Release, at any time.