

## Amberton Oceanfront Set Date Sale – Terms and Conditions

### Schedule

Stockland Development	Amberton Premium Oceanside
Lot	2873
Expression of Interest Form	<a href="http://www.stockland.com.au/residential/wa/amberton-beach/news-and-events/premium-oceanside-release">www.stockland.com.au/residential/wa/amberton-beach/news-and-events/premium-oceanside-release</a>
Registration & Offer Period	Wednesday 8 <sup>th</sup> May, 9am AWST – Saturday 25 <sup>th</sup> May, 5pm AWST
Sales and Information Centre	N/A
Initial Deposit	\$10,000
Price	From \$615,000.00
Contract Term	Cash, Unconditional or Conditional upon finance (Bank Pre-Approval or Broker Letter of Eligibility)
Sales Call Period	Saturday 25 <sup>th</sup> May 5pm AWST – Sunday 26 <sup>th</sup> May 5pm AWST
State	Western Australia

1. By participating in the Set Date Sale, participants accept and agree to be bound by these terms and conditions.
2. To be eligible to participate in the Set Date Sale, participants must:
  - (a) register to participate via the link [www.stockland.com.au/residential/wa/amberton-beach/news-and-events/premium-oceanside-release](http://www.stockland.com.au/residential/wa/amberton-beach/news-and-events/premium-oceanside-release); and
  - (b) if finance is required, have a pre-approval letter from a bank or letter of eligibility from a licensed mortgage broker.
3. Once registered to participate in the Set Date Sale, a participant will be sent an Offer Form within 48 hours that must be submitted within the Registration Period.
4. Completing and returning the Offer Form does not guarantee that you have secured the Lot.
5. Participants must complete all mandatory fields on the Offer Form with appropriate information, including but not limited to any fields requiring a participant to submit an offer for the Lot and select a Contract Term. If a participant fails to complete any mandatory fields Stockland may, at its sole and absolute discretion, exclude that participant from participating in the Set Date Sale or give preference to other participants.
6. Participants are not permitted to submit an Offer Form more than once. Participants that submit more than one Offer Form will only have their first offer considered.
7. At the conclusion of the Registration Period, Stockland will assess the Offer Forms submitted based on criteria including but not limited to:
  - a. the price offered for the Lot; and
  - b. the Contract Term selected.
8. The allocation of the Lot within the Registration Period is at the sole and absolute discretion of Stockland.
9. A Stockland Sales Professional will contact the successful applicant during the Sales Call Period to let them know they have been successful in securing the Lot. If the successful applicant does not respond within 24 hours after first contact, Stockland may revoke the offer.
10. Stockland may, in its absolute discretion, contact one or more of the participants in the Registration Period to further negotiate with them with a view to improving their offer and/or invite them to agree and to sign a Contract for Sale.

11. The successful applicant will have 48 hours after being contacted by a Stockland Sales Professional to confirm their interest, sign and return a contract of sale and pay a \$10,000 Initial Deposit.
12. If the successful applicant does not confirm their interest, sign and return a contract of sale and pay the Initial Deposit within 48 hours after being contacted by a Stockland Sales Professional, Stockland may re-allocate the Lot to another participant at its sole and absolute discretion.
13. All plans, diagrams, photographs, illustrations, statements and information provided as part of this release, including without limitation the location and size of any lots, are for illustrative purposes only and are based on information available to and the intention of Stockland at the time of creation (May 2024) and are subject to change without notice. No diagram, photograph, illustration, statement or information amounts to a legally binding obligation on or warranty by Stockland and Stockland accepts no liability for any loss or damage suffered by any person who relies on them either wholly or in part.
14. Your Privacy: By providing the contact details on this form you are agreeing that Stockland may use these details to keep you informed about product, services and special offers that may be of interest to you and provide other relevant information relating to Stockland and its affiliate companies. To view our privacy policy visit [www.stockland.com.au/privacy-policy](http://www.stockland.com.au/privacy-policy)
15. 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 to Stockland within 48 hours after being contacted by a Stockland Sales Professionals. The participant will be provided with the contract for sale of land for the 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.
16. 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.
17. 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 Set Date Sale; or
  - (c) any loss, cost or expense incurred by a participant in connection with the Set Date Sale.
18. If any issue or dispute arises in relation to the Set Date Sale, 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.
19. Nothing in this document, or the Registration Period generally, will be deemed to require Stockland to enter into a contract or an agreement (as the case may be) for any land, nor does it bind Stockland and in any way to negotiate with an interested party.
20. Stockland reserves the right to vary these terms and conditions, and extend, suspend, terminate or otherwise vary the Set Date Sale promotion, at any time.