## SALES RELEASE – TERMS AND CONDITIONS

## Land Release Email Date 7 days prior to the Registration Period Land Release Reminder Date 24 hours prior to the commencement of the Registration Period Registration Period Saturday, 19th August 2023, 10am – 11am AEST Initial Deposit \$3,000 Total Deposit 5% of the Purchase Price (T&Cs Apply) Appointment Period Saturday, 19th August 2023, 11am – 5pm AEST State VIC

## Schedule

1. In these terms and conditions, these terms have the following meanings:

Land Release Email means the email issued to the Participant on the Land Release Email Date containing information on the land release including lot details and price list;

Land Release Page means the personalised website which allows the Participant to submit the expression of interest during the Registration Period; and

Land Release Reminder Email means the email issued to the Participant on the Land Release Reminder Date including a link to the Land Release Page.

- 2. 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.
- 3. The land release is only open to participants that:
  - (a) as at the Email Date, have an active enquiry on the database for the relevant Stockland masterplanned community;
  - (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.
- 4. To participate in the land release, a participant must, during the Registration Period, visit the personalised Land Release Page included in the Land Release Email or the Land Release Reminder Email, click on "REGISTER TO PARTICIPATE IN THE LAND RELEASE" and follow the prompts to complete the registration of their expression of interest.
- 5. Participants are not permitted to register their expression of interest on the Land Release Page more than once.
- 6. When registering their expression of interest on the Land Release Page, each Participant must use the same email address and contact details as those recorded on the database for the relevant Stockland masterplanned community. 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 relevant Stockland masterplanned community will not be permitted to participate in the land release.
- 7. Participants that are successful in registering their expression of interest will receive an email from Stockland confirming successful registration and advising of next steps. Successful

registration does not guarantee the recipient an opportunity to purchase land in the land registration.

- 8. Successful registrations will be allocated based on the time participants complete the registration of their expression of interest (that is, successful registrations will be allocated to participants on a "first-come, first-served" basis). Once the number of registrations allocated to participants reaches the maximum number of registrations included in the land release, no further registrations will be allocated and participants in the land release will be limited to participants that received an email from Stockland confirming successful registration.
- 9. Stockland will determine, at its absolute discretion, the maximum number of registrations included in the land release such information may or may not be disclosed to Participants.
- 10. Once the maximum number of registrations has been allocated or such earlier time as Stockland determines, Stockland will call recipients to schedule an appointment. Not all Participants will be successful in securing an opportunity to purchase land in the land release.
- 11. 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.
- 12. Stockland will determine, at its absolute discretion, the maximum number of sales appointments included in the land release.
- 13. Successful Participants will receive a confirmation email from residential@res.stockland.com.au (Successful Participant).
- 14. FOR VIC ONLY: During the Appointment Period, a member of Stockland's sales team will contact Successful Participants, by telephone. Each Successful Participant will be called twice during the Appointment 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. The Initial Deposit must be paid during the call. 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.
- 15. FOR QLD ONLY: During the Appointment Period, a member of Stockland's sales team will contact, by telephone, Successful Participants. Each Successful Participant will be called twice during the Appointment 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. 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. At the sales appointment, should the Participant elect to proceed, the full Deposit would need to be paid. 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 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**: During the Appointment Period, a member of Stockland's sales team will contact, by telephone, Successful Participants. Each Successful Participant will be called twice during the Appointment 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. 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. FOR WA ONLY: During the Appointment Period, a member of Stockland's sales team will contact, by telephone, Successful Participants. Each Successful Participant will be called twice during the Appointment 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. 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.
- 18. 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.
- 19. If a contract is not entered into for any property in this release by the date that is 7 days after payment of the Initial Deposit, Stockland may continue to market that property and enter into a contract for that property with any party at its absolute discretion.
- 20. The provision of a contract of sale does not create any legally binding obligations between Stockland and a participant.
- 21. 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
- 22. 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
- 23. 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.
- 24. 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.
- 25. Stockland reserves the right to vary these terms and conditions, and extend, suspend, terminate or otherwise vary the land release, at any time.