



BALLOT CONDITIONS

The Suburban Land Agency and its Appointed Sales Agent strongly recommend obtaining independent legal, financial and accounting advice before entering into a First Grant Contract.

1. These Ballot Conditions apply to the ballot of Block 8 Section 6 Tharwa. Capitalised terms are defined at the end of these conditions.
2. A reference to “you” or “your” below is a reference to the Applicant or Applicants specified in the Online Ballot Application submitted to the Suburban Land Agency (or its Appointed Sales Agent).

SUMMARY OF PURCHASE PROCESS

3. Purchases are to be made in the form of the Standard Lease outlined below:

Sale Type	Conditions	Ballot Process
Standard Lease	<ul style="list-style-type: none"> You must be: <ul style="list-style-type: none"> an individual aged 18 years or older; or a corporation that is registered under the <i>Corporations Act 2001</i> (Cth) and has been issued with an Australian Company Number (ACN); or a combination of the above. 	<ul style="list-style-type: none"> Submit your Online Ballot Application and receive a Ballot ID Number. The Ballot Draw will occur to rank each Ballot ID Number in order of invitation to proceed to exchange the First Grant Contract. If you are invited to proceed with exchange, following the Ballot Draw, you will be required to: <ul style="list-style-type: none"> submit a correctly and fully completed Sales Instructions to the Suburban Land Agency (or the Appointed Sales Agent) within 24 hours of you being notified by the Suburban Land Agency (or the Appointed Sales Agent) that you have been invited to proceed to exchange; exchange a First Grant Contract within 7 days of you submitting a correctly and fully completed Sales Instructions to the Suburban Land Agency (or the Appointed Sales Agent); and pay the deposit (5% of Price by cheque/EFTPOS/Deposit Bond or Bank Guarantee) on or before the exchange of the First Grant Contract. Please note that cash will not be accepted. If the Sales Instructions are not received or the First Grant Contract is not exchanged within the required timeframes, the Suburban Land Agency may invite the next ranked Ballot ID Number to proceed to exchange the First Grant Contract. The previous Applicant will no longer be invited to exchange the First Grant Contract. This process will continue until the First Grant Contract is exchanged. Following exchange of the First Grant Contract you will be required to complete the First Grant Contract for the Block by: <ul style="list-style-type: none"> paying the remainder of the Price; and signing the Standard Lease. Following completion of the First Grant Contract you must pay stamp duty on the First Grant Contract for the Block to the ACT Revenue Office in accordance with the requirements of the Duties Act

BALLOT PACK

4. If any of the documents contained in the Ballot Pack are amended prior to the Ballot Draw, copies of the amended documents will be made available to you by the Suburban Land Agency website (or its Appointed Sales Agent). Amendments made after the Ballot Draw may only be made available to you if you have been invited to proceed to exchange.
5. You should make your own enquiries and satisfy yourself as to the accuracy of the information contained in the documents included in the Ballot Pack and any other conditions for participating in the Ballot advertised by the Suburban Land Agency (or its Appointed Sales

Agent), prior to applying to participate in the Ballot.

BALLOT APPLICATION

6. To apply to participate in this Ballot you must complete and submit the Online Ballot Application at www.suburbanland.act.gov.au or as specified in the Key Dates and Requirements.
7. **You must ensure your Online Ballot Application includes the full names of all persons or companies to be included in a First Grant Contract if you are invited to exchange the First Grant Contract. Only those registered in your Online Application can be included as a buyer in the First Grant Contract.**



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8. Your Online Ballot Application is an application to participate in this Ballot only and does not represent an application to participate in any other ballots conducted by the Suburban Land Agency. By lodging an Online Ballot Application, you agree to abide by these Ballot Conditions as amended from time to time.
9. The Key Dates and Requirements specify the dates and times during which Online Ballot Applications can be submitted. Applications will not be accepted before or after the applicable date and time specified in the Key Dates and Requirements.
10. If you do not have internet access the Appointed Sales Agent can assist you with completing your Online Ballot Application and providing you with information on available blocks.
11. After submitting your Online Ballot Application, you will be provided with a Ballot ID Number by email (or by phone if you have advised the Appointed Sales Agent that you cannot accept email).

EXCLUSION OF APPLICATIONS FOR THE BALLOT

Who is eligible?

12. You are eligible to make an application 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); or
 - c) a combination of (a) and (b) above.
13. You may only submit one Online Ballot Application to participate in the Ballot in total.
14. Your Online Ballot Application will be rejected if:
 - a) you are not eligible to participate in the Ballot under paragraph 12 of these Ballot Conditions;
 - b) you have already submitted an Online Ballot Application individually or as one member of a combination of individuals and/or corporations that has not been rejected;
 - c) you have provided false or misleading information in your Online Ballot Application;
 - d) your Online Ballot Application has not been fully completed to the satisfaction of the Suburban Land Agency;
 - e) your personal details specified in your Online Ballot Application do not match your identification or proof of address provided as part of your Online Ballot Application; or
 - f) the submission of your Online Ballot Application or anything contained in your Online Ballot Application does not otherwise comply with any of the conditions for participation in the Ballot including these Ballot Conditions, the Key Dates and Requirements, the conditions on any forms required to be completed to

participate in this Ballot and any other conditions otherwise advertised by the Suburban Land Agency.

Assessment of Applications

15. The Suburban Land Agency may, in its sole and absolute discretion, accept or reject any Online Ballot Application at any time and exclude an Applicant from further participation in the Ballot. The Suburban Land Agency's decision in this regard will be final.
16. The Suburban Land Agency or its Appointed Sales Agent or legal advisor 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 Ballot including requesting a further statutory declaration(s) and/or interviewing you or other parties in relation to your Online Ballot Application. If you fail to cooperate with the Suburban Land Agency or its Appointed Sales Agent or legal advisor in this regard or fail to provide the further information within the timeframes specified in the Key Dates and Requirements, you may be excluded from further participation in the Ballot.
17. The Suburban Land Agency, its Appointed Sales Agent or legal advisor will use its best endeavours to notify you if your Online Ballot Application has been rejected.

BALLOT DRAW

18. Your Ballot ID Number will be entered into the Ballot Draw unless your Online Ballot Application is excluded by the Suburban Land Agency or you notify the Suburban Land Agency, its Appointed Sales Agent or legal advisor that you wish to withdraw your Ballot ID Number from the Ballot Draw.
19. Ballot ID Numbers will be drawn at the location chosen by the Suburban Land Agency (or its Appointed Sales Agent) and in the presence of ACT Gambling and Racing.
20. The following details will be published on the dates notified in the Key Dates and Requirements on the Suburban Land Agency website or the relevant project website:
 - a) the drawn Ballot ID Numbers; and
 - b) the order of the drawn Ballot ID Numbers
21. Invitations to proceed to exchange the First Grant Contract will be allocated in the order of the drawn Ballot ID Numbers and will be emailed (or by phone if you have advised the Appointed Sales Agent that you cannot accept email) to successful Applicants and published on the Suburban Land Agency website or on the website specified in the Key Dates and Requirements.

EXECUTION OF DOCUMENTATION

22. If you fail to comply with these conditions, the Suburban Land Agency may exclude you from further participation



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in the Ballot and will not exchange a First Grant Contract with you.

Sales Instructions

23. If you are invited to proceed to exchange the First Grant Contract following the Ballot Draw, you must complete submit a correctly and fully completed Sales Instructions to the Suburban Land Agency (or the Appointed Sales Agent) within 24 hours of you being notified by the Suburban Land Agency (or the Appointed Sales Agent) that you have been invited to proceed to exchange.
24. If you do not provide a correctly and fully completed Sales Instructions within the 24 hour timeframe, you will no longer be invited to proceed to exchange the First Grant Contract.
25. The Sales Instructions must be completed with the same person(s) listed on your Online Ballot Application.

First Grant Contract

26. The only person(s) that will be entered on your First Grant Contract are those listed on your Online Ballot Application.
27. Additions or changes to your details will only be permitted in limited circumstances to correct errors (for example to correct errors of a typographical nature or to correct an accidental omission of your middle name).
28. You will not be permitted to add or substitute your name or company with a new person or company to the First Grant Contract including that of your spouse or Domestic Partner, or any other person required for finance purposes.
29. You must exchange the First Grant Contract within 7 days of you submitting a correctly and fully completed Sales Instructions. If you do not exchange within this 7 day timeframe, you will no longer be invited to proceed to exchange the First Grant Contract.

Standard Lease – payment of Deposit

30. Upon election to purchase the right to the grant of a Standard Lease, you must provide a deposit for the amount equal to 5% of the Price.
31. Please note that cash will NOT be accepted.
32. If you intend to pay the deposit by Deposit Bond or Bank Guarantee, you must provide the Suburban Land Agency with a copy of the proposed Deposit Bond or Bank Guarantee for approval at least 3 business days before exchange is due to occur on the First Grant Contract. The expiry date of the Deposit Bond or Bank Guarantee must not be earlier than the date specified in the First Grant Contract. The Suburban Land Agency may elect not to accept Deposit Bonds or Bank Guarantees that expire prior to that date.

COMMUNICATION

33. All questions regarding the Ballot should be directed to the Suburban Land Agency (or its Appointed Sales

Agent) in accordance with the Key Dates and Requirements and via email at suburbanland@act.gov.au.

34. At any time the Suburban Land Agency, its Appointed Sales Agent or legal advisor may request further information from you for the purposes of determining whether to exclude you from participating in the Ballot. If you fail to provide the further information requested by the Suburban Land Agency, its Appointed Sales Agent or legal advisor within the timeframe required by the Suburban Land Agency, the Suburban Land Agency may exclude you from participating further in the Ballot.

DISCLAIMERS AND OTHER RIGHTS AND LIABILITIES

35. The Suburban Land Agency and its Appointed Sales Agent make no representations or warranties as to the suitability of any Crown Lease for a block for you. The Suburban Land Agency and its Appointed Sales Agent strongly recommend that you make your own enquiries and that you obtain legal, financial and accounting advice prior to entering into a First Grant Contract for the right to the grant of a Crown Lease.
36. Nothing in the Ballot Pack will be construed to create any binding contract (express or implied) between the Suburban Land Agency (or its Appointed Sales Agent) and you or your Agent 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 Ballot Pack is not, and will not be deemed to be:
 - a) an offer to contract; or
 - b) a binding undertaking of any kind by the Suburban Land Agency (or its Appointed Sales Agent) 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.
37. Without limiting the rights at law or otherwise and according to such processes as it may determine to be appropriate, the Suburban Land Agency may:
 - a) exclude you from participating in the Ballot for failing to comply with these Ballot Conditions, the Online Ballot Application system or any other condition for participating in this Ballot advertised by the Suburban Land Agency;
 - b) amend any document in the Ballot Pack including these Ballot Conditions, the Online Ballot Application system or any other condition for participating in this Ballot advertised by the Suburban Land Agency;
 - c) seek an amended Online Ballot Application or any other application or form included in the Ballot Pack;
 - d) consider and accept or reject any Online Ballot



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- Application;
- e) ask for further information in relation to an Online Ballot Application;
 - f) suspend or cease to proceed with the Ballot or any part of the Ballot or any Online Ballot Application
 - g) vary or extend any time or date in the Key Dates and Requirements or in any other condition for participating in this Ballot advertised by the Suburban Land Agency.
38. 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. The Suburban Land Agency (or its Appointed Sales Agent) will not 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.
39. Neither the Suburban Land Agency nor its officers, employees, advisors or Appointed Sales Agents 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 Ballot, including, without limitation, instances where the Suburban Land Agency exercises its rights under these Ballot Conditions.
40. If you are one of two or more Applicants named in the Online Ballot Application 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.
41. The Suburban Land Agency and its Appointed Sales Agent have taken all reasonable steps to preserve the security and ensure the prompt transmission of information provided to the Suburban Land Agency. However, the Suburban Land Agency and its Appointed Sales Agent do not guarantee the security and speed of any data transmission over the internet. While the Suburban Land Agency and its Appointed Sales Agent strive to ensure security and prompt transmission of information provided to them, the Suburban Land Agency and its Appointed Sales Agent do not warrant and cannot ensure the security, speed or the Suburban Land Agency's receipt of information which you transmit to the Suburban Land Agency. The Suburban Land Agency and its Appointed Sales Agent exclude all liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with your use of the Suburban Land Agency or a relevant Suburban Land Agency project website, whether that liability arises in contract notwithstanding any other provision in these Ballot Conditions, tort (including by the Suburban Land Agency or its servants, employees, contractors or agents negligence) or under statute.
42. By applying for this Ballot you:
- a) acknowledge and accept the Suburban Land Agency's privacy policy (available on the Suburban Land Agency website at www.suburbanland.act.gov.au);
 - b) acknowledge and accept that it is the Suburban Land Agency's usual practice to provide the ACT Revenue Office with information relating to the sale of land including details of First Grant 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 as required; and
 - c) consent to the Suburban Land Agency disclosing your personal information to other ACT and Commonwealth Government agencies in accordance with the *Information Privacy Act 2014* (ACT).
43. The promoter for this Ballot is the Suburban Land Agency.
44. The Suburban Land Agency's ABN is 27 105 505 367.
- ### DEFINED TERMS
45. Capitalised terms in these Ballot Conditions have the following meanings:
- ACT Gambling and Racing** means the independent body established under the *Gambling and Racing Control Act 1999* that administers gambling and racing in the ACT;
- ACT Revenue Office** means the revenue office of the Commerce and Works Directorate;
- Agent** has the meaning specified in paragraph **Error! Reference source not found.** of these Ballot Conditions;
- Applicant** means the natural person and/or corporation specified as such in the Online Ballot Application;
- Appointed Sales Agent** means a real estate agent appointed by the Suburban Land Agency to sell land on behalf of the Suburban Land Agency as specified in the Key Dates and Requirements;
- Ballot** means the ballot for the land described in the Key Dates and Requirements;
- Ballot Conditions** means this document including conditions for participation in this Ballot;
- Ballot Draw** means the draw of all Ballot ID Numbers included in the draw which will determine the order of invitations to proceed to exchange the First Grant Contract;
- Ballot ID Number** means the number allocated to an Applicant following submission of an Online Ballot



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Application;

Ballot Pack means the pack of documentation applicable to the Ballot comprising the following documents:

- Ballot Conditions;
- Key Dates and Requirements;
- Land Ballot Privacy Policy and Land Ballot Collection Notice provided in accordance with the Information Privacy Act 2014 (ACT);
- Specimen First Grant Contract; and
- any variations to the above documents advertised by the Suburban Land Agency;

Bank Guarantee means a bank guarantee issued by a bank operating in Australia in a form satisfactory to the Suburban Land Agency;

Block means Block 8 Section 6 Tharwa.

Crown Lease means a Standard Lease as defined in the Specimen First Grant Contract;

Deposit Bond has the same meaning as in the First Grant Contract;

Duties Act means the *Duties Act 1999* (ACT);

First Grant Contract means the legally binding contract required to be executed by you and the Suburban Land Agency following your invitation to proceed to exchange in the form of the Specimen First Grant Contract;

Key Dates and Requirements means the document described as such for the Ballot and included in the Ballot Pack;

Land Ballot Collection Notice: means the collection notice provided by the Suburban Land Agency to the Applicant in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at suburbanland@act.gov.au;

Land Ballot Privacy Policy: means the privacy policy provided by the Suburban Land Agency to the Applicant in accordance with the *Information Privacy Act 2014* (ACT) and which can be found at suburbanland@act.gov.au;

Online Ballot Application means the application for this Ballot at www.suburbanland.act.gov.au;

Price has the same meaning as in the First Grant Contract;

Sales Instructions means a form provided by the Suburban Land Agency or the Appointed Sales Agent to be completed by the Applicant after they have been invited to proceed to exchange which sets out the particulars of the Applicant to be included in the First Grant Contract, including full name of Applicants and details of the Applicant's solicitor.

Specimen First Grant Contract means the applicable specimen First Grant Contract included in the Ballot Pack; and

Standard Lease has the meaning specified in the Specimen First Grant Contract

Suburban Land Agency
480 Northbourne Avenue
Dickson ACT 2602
Web: www.suburbanland.act.gov.au