

## Christmas '24 Promotion Terms and Conditions

### Schedule

Promotion:	Christmas '24 Promotion
Sheargold (We, Our):	<p>In respect of Vista Park – Sheargold Property Developments Pty Ltd ACN 000 260 462 of Suite 5, 106 Old Pittwater Road, Brookvale NSW 2100</p> <p>In respect of Sussex Inlet Golf Village – Taliac Pty Ltd ACN 001 277 685 of c/- Sheargold Property Developments Pty Ltd ACN 000 260 462 of Suite 5, 106 Old Pittwater Road, Brookvale NSW 2100</p>
Participant (You, Your):	Anyone wishing to take part in the Promotion and receive the Incentive.
Eligible Contract:	A contract of sale for the purchase of a residential lot that is Eligible Land.
Incentive(s):	<p>AU\$15,000.00 (<b>Full Incentive</b>) or AU\$15,000.00 less any reduction to the price that the Eligible Land is listed for sale at (<b>List Price</b>) for the Eligible Land negotiated or agreed between the Participant and Sheargold (<b>Reduced Incentive</b>), whichever is the lesser.</p> <p>The Full Incentive or the Reduced Incentive (as the case may be) will be applied to the purchase price payable by You to Us at settlement of the Eligible Contract.</p> <p>You are responsible for informing Your lender (if any) about the Incentive.</p>
Limitations:	<p>There is only one Incentive available for each Eligible Contract.</p> <p>If the purchaser named on an Eligible Contract is more than one person, then the Incentive will be offered jointly to all such persons.</p> <p>Each Participant is permitted to receive one Incentive only during the Promotional Period.</p>
Promotional Period:	From 9:00 AM AEDST on 23 September 2024 until 3:00pm on 20 December 2024.
Eligible Land:	<p>All residential available for purchase from Sheargold in The Vale, Vista Park and Jacob's Range Sussex Inlet Golf Village during the Promotional Period at Vista Park. Eligible Land includes vacant land and house and land packages. For terms and conditions relating to Vacant Land and House &amp; Land Package, visit <a href="https://vistapark.com.au/page/terms-of-use">https://vistapark.com.au/page/terms-of-use</a> or <a href="https://sheargold.my.site.com/10Kdepositsigv/house-and-land-package-terms">https://sheargold.my.site.com/10Kdepositsigv/house-and-land-package-terms</a>.</p>

<p>Conditions:</p>	<p>Each Participant must during the Promotional Period:</p> <ul style="list-style-type: none"> <li>(a) enter into an Eligible Contract within 10 Business Days of a draft of the Eligible Contract being issued to the Participant's solicitor or conveyancer; and</li> <li>(b) pay the portion of the deposit payable on exchange under the Eligible Contract;</li> <li>(c) comply with the terms of the Eligible Contract at all times and without default;</li> <li>(d) complete the Eligible Contract in accordance with its terms; and</li> <li>(e) not extend or delay, or attempt to extend or delay, settlement of the Eligible Contract.</li> </ul> <p>If a Participant does not fulfil any one or more of the Conditions outlined above, the Participant will not be eligible to receive the Incentive.</p>
<p>Excluded Participants:</p>	<p>Anyone who:</p> <ul style="list-style-type: none"> <li>(a) as at the start of the Promotional Period, have an accepted offer or exchanged contract of sale with Sheargold for a residential lot within Vista Park or Sussex Inlet Golf Village; and</li> <li>(b) during the Promotional Period, decides not to enter a contract based on that offer or cancels or terminates that contract of sale,</li> <li>(c) has negotiated or agreed a reduction to the List Price for the Eligible Land that is greater than the Full Incentive,</li> </ul> <p>is not eligible to receive an Incentive.</p> <p>Anyone person or entity who conducts a business of building and selling houses or is a related entity of a person or entity who conducts a business of building and selling houses.</p> <p>Anyone person or entity who is the grantee named in an option to purchase Eligible Land or is a related entity of a person or entity who is the grantee named in an option to purchase Eligible Land.</p>

<p>General Information:</p>	<p>You should pay particular attention to:</p> <ul style="list-style-type: none"> <li>(a) any unusual or onerous restrictions on the method of participation, if any (see clause 4 of the terms and conditions); and</li> <li>(b) Our limitation of liability (see clause 7 of the terms and conditions); and</li> <li>(c) our terms of use relating to Vacant Land and House &amp; Land Packages at Vista Park (see <a href="https://vistapark.com.au/page/terms-of-use">https://vistapark.com.au/page/terms-of-use</a>) and at Sussex Inlet Golf Village (see <a href="https://sheargold.my.site.com/10Kdepositsigv/house-and-land-package-terms">https://sheargold.my.site.com/10Kdepositsigv/house-and-land-package-terms</a>).</li> </ul>
-----------------------------	--

## Terms and Conditions

### 2. Introduction

- 2.1. By participating in the Promotion, You accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
- 2.2. Where there is an inconsistency between the Schedule and these terms and conditions, the Schedule will prevail.

### 3. Privacy and Collection Notice

- 3.1. We will collect and use Your personal information for the purposes of:
  - (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion);
  - (b) providing information to You about the products and services We offer (and that Our related companies offer); and
  - (c) research to improve Our products and services.
- 3.2. By participating in the Promotion, You consent to the use of Your personal information as described in this clause. You may access, change and/or update Your personal information in accordance with Our privacy policy <https://www.sheargold.co/privacy-policy>.

### 4. Who can participate in the Promotion?

- 4.1. The Promotion is not available in conjunction with any other promotion or offer by Us or any of our related body corporates.
- 4.2. The Promotion is not available to any builder or any related body corporate of any builder.

### 5. How to participate in the Promotion

- 5.1. Your eligibility to receive an Incentive is solely within Our discretion. We reserve the right, at any time, to request any information relevant to participation in the Promotion. We reserve the right to disqualify You if You provide false information or fail to provide information that We reasonably request.
- 5.2. We reserve the right, in its sole discretion, to disqualify You if You:
  - (a) provide incomplete, indecipherable and/or offensive material as part of Your participation in the Promotion,

- (b) breach any of these terms and conditions; and/or
- (c) contravene any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.

5.3. We accept no responsibility for late, lost or misdirected communications. We assume no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, We may modify, cancel, terminate or suspend the Promotion.

## 6. The Incentive

- 6.1. Each Incentive is not transferrable, exchangeable or redeemable for cash.
- 6.2. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
- 6.3. Your use of the Incentive is entirely at Your own risk.

## 7. Receiving the Incentive

- 7.1. The Incentive will be paid to you as an adjustment to the purchase price payable under the relevant Eligible Contract on completion of that relevant Eligible Contract.

## 8. No liability

- 8.1. Any incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier.
- 8.2. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, We will not be liable for and exclude all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

## 9. Termination of the Promotion

- 9.1. We reserve the right to vary the terms of, or cancel, the Promotion at any time without liability to You or any other person, subject to applicable laws.