

TERMS AND CONDITIONS

Marran Run Titled Lot Promotion ('Promotion')

Promotion Details

1. 135 Barry Road Pty Ltd (ACN 652 847 419) as trustee for the 135 Barry Road Trust (**'Barry Road Pty Ltd'**) proposes to offer buyers the following promotion during the Promotion Period on accordance with these terms and conditions.
2. The Promotion runs from 27th July – 15th September 2024 (**'Promotion Period'**).
3. The Selected Lots will include 111, 118, 119, 122, 125, 132, 146, 153, 154 in the development known as Marran Run (**'Selected Lots'**).
4. The Promotion is only valid for Eligible Participants (as defined below) during the Promotion Period, and is correct as at the time of publication, but may change at Barry Road Pty Ltd's absolute discretion at any time including during the Promotion Period.

Eligibility

5. Purchasers of the Selected Lots in stage 1 of the development known as Marran Run that enter into a Land Contract (**'Land Contract'**) for a Selected Lot during the Promotion Period (**'Eligible Participants'**) that comply with these terms and conditions will be eligible to:
 - a. receive a \$60,000 cash rebate from Barry Road Pty Ltd at settlement under a Land Contract for a Select Lot if the purchaser strictly complies with these terms and conditions and effects settlement under the Land Contract on time and within 30 days of the day of sale set out in the Land Contract for a Selected Lot (**Settlement Rebate**); or
 - b. receive a \$50,000 cash rebate from Barry Road Pty Ltd at settlement under a Land Contract for a Select Lot if the purchaser strictly complies with these terms and conditions and effects settlement under the Land Contract on time and within 45 days of the day of sale set out in the Land Contract for a Selected Lot (**Settlement Rebate**); or
 - c. receive a \$40,000 cash rebate from Barry Road Pty Ltd at settlement under a Land Contract for a Select Lot if the purchaser strictly complies with these terms and conditions and effects settlement under the Land Contract on time and within 60 days of the day of sale set out in the Land Contract for a Selected Lot (**Settlement Rebate**); or
 - d. receive a \$20,000 cash rebate from Barry Road Pty Ltd at settlement under a Land Contract for a Select Lot if the purchaser strictly complies with these terms and conditions and effects settlement under the Land Contract on time and within 90 days of the day of sale set out in the Land Contract for a Selected Lot (**Settlement Rebate**).
6. In order to be eligible for the Settlement Rebate:
 - a. the Eligible Participant must enter into a binding Land Contract during the Promotion Period (**Eligible Lot**);
 - b. the Eligible Participant must pay the deposit specified in the Land Contract in accordance with the terms of the contract (time being of the essence);
 - c. the Eligible Participant must cause the contract to become unconditional as to any matter within the Eligible Participant's control (including but not limited to the Eligible Participant obtaining unconditional finance approval and FIRB approval (if applicable)) in relation to the acquisition of the Eligible Lot; and

- d. *the Eligible Participant must effect settlement under the Land Contract for the Eligible Lot in accordance with the terms of the contract (time being of the essence) without any delay.*

Exclusions

7. *The following parties are excluded from being deemed a Eligible Participant for the purposes of the Promotion:*
 - a. *any agents acting on behalf of Barry Road Pty Ltd or related parties of Barry Road Pty Ltd;*
 - b. *purchasers that have previously entered into a contract to purchase a lot at Marran Run;*
 - c. *if there is more than one purchaser of a Selected Lot, only one purchaser will be an Eligible Participant.*
8. *Only Settlement Rebate will be given by 'Barry Road Pty Ltd' in respect of any Eligible Lot regardless of the number of purchasers entering to the Land Contract for an Eligible Lot.*
9. *Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Settlement Rebate are the sole responsibility of the recipient thereof.*
10. *The Settlement Rebate is subject to these terms and conditions and is not transferable, nor redeemable or exchangeable for monetary payment or a discount or rebate on the purchase price of an Eligible Lot unless agreed to by Barry Road Pty Ltd (at its absolute discretion).*
11. *In the event of any dispute as to eligibility for the Promotion, including a decision by Barry Road Pty Ltd to offer a Settlement Rebate to an Eligible Purchaser who may not otherwise be eligible for the Promotion, eligibility will be determined by Barry Road Pty Ltd and Barry Road Pty Ltd's decision will be final and binding.*
12. *Eligible Participants acknowledge that if they receive a Settlement Rebate they:*
 - a. *are bound by all terms and conditions relating to the Settlement Rebate and the Promotion;*
 - b. *agree not to make any claim or objection against Barry Road Pty Ltd; and*
 - c. *if required by law, will disclose the Settlement Rebate to its financiers, relevant authorities and government agencies.*

General Terms of the Promotion

13. *Barry Road Pty Ltd will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion except for any liability which cannot be excluded by law, nor for any restriction of Barry Road Pty Ltd's ability to provide any aspect of the Promotion as a result of the act of any third party, its employees or agents.*
14. *Barry Road Pty Ltd may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Eligible Lots or shortening or extending the Promotion Period.*
15. *These terms and conditions supersede any prior terms and conditions for the Promotion.*

Privacy

16. *Barry Road Pty Ltd collects personal information in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Barry Road Pty Ltd may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any*

time to let an individual know about products, services or promotional activities which may be of interest until the individual informs Barry Road Pty Ltd otherwise.

- 17. Barry Road Pty Ltd may also share individuals information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Barry Road Pty Ltd may also disclose personal information to third parties as required by Australian regulatory authorities.*
- 18. Barry Road Pty Ltd is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to Barry Road Pty Ltd's privacy policy.*