

**Harmony “Affinity” Stage 28 Release 5
Invitation to Submit an Expression of Interest**

Expression of Interest Terms and Conditions

SCHEDULE to Terms and Conditions

Seller	AVID Residential Group Pty Ltd ACN 098 527 390 (AVID) of Level 5, 7 Macquarie Place, Sydney, NSW 2000
Development	Harmony 22 Twilight Avenue, Palmview QLD 4553
Release	9 lots in “Affinity” Stage 28 Release 5 of the Development
Development Email Address	harmony@avid.com.au
Participant	The following participants are permitted to participate in the Release: <ul style="list-style-type: none">a. person(s) who have an active registration on the Seller’s database for the Development before the commencement of the Expression of Interest Period;b. who receive an email from the Seller before the Expression of Interest Period inviting them to participate in the Release; andc. who have not entered into a contract of sale with the Seller to purchase a lot in the Development, that has not settled before the commencement of the Expression of Interest Period.
Expression of Interest Period	the period starting at 5pm AEST on Friday, 11 October 2024 and ending at 5:00pm AEST on Sunday, 13 October 2024 .
Available Lot	Means the lots that are available for sale in the Release (more particularly shown above in the “Release” section).
Expression of Interest Form	The form of expression of interest contained at Annexure A.
Expression of Interest Process	<ol style="list-style-type: none">1. Participant/s must complete and submit an Expression of Interest Form, by email (to the Development Email Address) or through completion of the online form, during the Expression of Interest Period.2. On the Expression of Interest Form, Participants can submit a maximum of 3 offers on Available Lots, in order of preference.3. If the Participant/s requires financing to complete the purchase, a copy of the Participant’s finance pre-approval letter from their lender must be submitted to the Seller with the completed Expression of Interest Form.4. Once the Expression of Interest Period has ended, the Seller will review all completed Expression of Interest Forms and will allocate Available Lots to

successful Participants. The allocation will be at the Seller's sole and absolute discretion. The Seller may accept, reject and/or determine the outcome of all offers, in its sole, complete and unfettered discretion and is not obliged to provide its reasons or criteria for selection.

5. Participants will be notified by the Seller's sales team on the outcome of their Expression of Interest by **5:00pm AEST Thursday, 17 October 2024**. If the Participant's Expression of Interest is successful, the Seller will confirm the lot allocation to the Participant at this time.
6. Once the Seller has notified the successful Participants of the lot allocation, successful Participants will have 24 hours to confirm that they wish to proceed with the purchase.
7. If the successful Participant wants to proceed, they must pay a \$1,000 initial deposit when confirming proceeding, and must once available, sign and return a contract to the Seller within 7 days of receipt.

There will be no binding contract between any Participant and the Seller until such time as the Seller has confirmed that the Participant's offer is accepted, and the Seller has signed a contract.

Before entering a contract for sale of land the participant should obtain independent legal and financial advice.

Terms and Conditions Section 1 – General

1. Information on how to participate in the Release form part of these terms and conditions.
2. By participating in the Expression of Interest, Participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Expression of Interest.
4. Participants take full responsibility for ensuring that the Seller has their correct contact details (including phone numbers and email addresses). The Seller accepts no responsibility for misdirected or incorrect communications or for any failure for the Participant to receive communications from the Seller.
5. Any dispute in relation to eligibility to participate in the Release will be determined by the Seller in its absolute discretion. The Seller's decision will be final.
6. The Seller reserves the right to vary these terms and conditions, and extend, suspend, terminate or otherwise vary the Release, at any time without notice.
7. The Seller and its related entities and its employees and Sales Agents will not be liable and will not accept any responsibility for:
 - (a) any communication or lack of communication with a Participant or potential Participant;
 - (b) any incorrect or incomplete information which may be communicated throughout the course of the Release; or
 - (c) any loss, cost or expense incurred by a participant in connection with the Release.
8. There will be no binding contract between the Seller and a Participant until the Seller has confirmed the Participant's offer is acceptable, the Seller has signed a contract and the contract has been exchanged between the parties.
9. Before entering a contract for sale of land the participant should obtain independent legal and financial advice.

Terms and Conditions Section 2 – Participation and Process

Eligibility

10. In order to be eligible to participate in the Release, Participants must:
 - (a) have an active registration on the Seller's database for the Development before the commencement of the Expression of Interest Period; and
 - (b) receive an email from the Seller before the Expression of Interest Period inviting them to participate in the Release; and
 - (c) not have entered into a contract of sale with the Seller to purchase a lot in the Development, that has not settled before the commencement of the Expression of Interest Period.

Expression of Interest Process

11. Participant/s must complete and submit an Expression of Interest Form **by email** (to the Development Email Address) during the Expression of Interest Period.
12. On the Expression of Interest Form, Participants can submit a maximum of **3 offers** on Available Lots, in order of preference.
13. If the Participant/s requires financing to complete the purchase, a copy of the Participant's finance pre-approval letter from their Lender must be submitted to the Seller with the completed Expression of Interest Form.
14. Once the Expression of Interest Period has ended, the Seller will review all completed Expression of Interest Forms and will allocate Available Lots to successful Participants. The allocation will be at the Seller's sole and absolute discretion.
15. Participants will be notified by the Seller's sales team on the outcome of their Expression of Interest by **5:00pm AEST Thursday, 17 October 2024**. If the Participant's Expression of Interest is successful, the Seller will confirm the lot allocation to the Participant at this time.
16. Once the Seller has notified the successful Participants of the lot allocation, successful Participants will have 24 hours to confirm that they wish to proceed with the purchase.
17. If the successful Participant wants to proceed, they must pay a \$1,000 initial deposit on confirming and must once available, sign a contract, and return it within 7 days.
18. The Seller will accept, reject and determine the outcome of all offers, in its sole, complete and unfettered discretion and is not obliged to provide its reasons or criteria for selection.
19. The Seller does not provide any guarantee that the Participant's preferred lot will be available or that their offer will be accepted.
20. The Seller will not accept any Expression of Interest Forms after the expiration of the Expression of Interest Period.
21. The Seller reserves the right in its sole and absolute discretion to exclude a Participant from the Release who has:
 - (a) provided false or misleading information to the Seller; and/or
 - (b) breached any of these terms and conditions; and/or
 - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
22. The Seller accepts no responsibility for late, lost or misdirected communications.
23. The Seller assumes 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.

24. The provision of a Contract does not create any legally binding obligations between the Seller and the Successful Participant. There will be no binding Contract between the Seller and the Successful Participant until such time as the Seller has signed the Contract and the Contract has been exchanged as between the parties.

Terms and Conditions Section 3 –Limit on Liability

25. The Seller shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or sustained in connection with this Release except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
26. By completing an Expression of Interest Form in this Release, the Participant is indicating its agreement to be bound by these Terms and Conditions.
27. To the maximum extent permitted by law, the Seller gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement relating to the Release, or any information or statements made or given by its employees, agents or contractors concerning the Release, and, except for any liability which cannot be excluded by law, will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such Release, advertisement, publication or statement.

Terms and Conditions Section 4 – Privacy

28. The Seller will collect and use each Participant's personal information for the purposes of:
- (a) future marketing and conducting future Releases (which may include disclosure to third parties for the purpose of processing and conducting the Release) and for Release purposes, public statements and advertisements in relation to the Release;
 - (b) providing information to Participants about the products and services offered by the Seller and its related companies; and
 - (c) research to improve its products and services.
29. By completing an Expression of Interest Form, Participants consent to the use of their personal information as described in these terms and conditions.
30. Any personal data relating to the Participant will be used solely in accordance with current Australian data protection and privacy legislation, and in accordance with the AVID Privacy Policy https://www.avid.com.au/privacy_policy/ .
31. Participants may access, change, opt out and/or update their personal information in accordance with the Seller's privacy policy https://www.avid.com.au/privacy_policy/
32. This is the current version of the Release Terms and Conditions as of **01 October 2024** and supersedes all earlier versions of these Terms and Conditions.

For full terms and conditions on Land Contracts, please see www.avid.com.au/land-terms-conditions/

ANNEXURE A – EXPRESSION OF INTEREST FORM