

## SETTLE WITH SATTERLEY TERMS AND CONDITIONS

The Promotion is subject to the terms and conditions outlined below, which are available on the Promotion website <https://satterley.com.au/terms-conditions/> (**Promotion Website**). The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of eligible property. Potential purchasers should review any such contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

### 1. PROMOTION DETAILS

1.1 In these terms and conditions and any marketing materials and advertisements relating to the Promotion, 'Satterley' means the promoter and is the relevant entity associated with or related to Satterley Narangba Pty Ltd ABN 49 624 578 490, Satterley Ripley Pty Ltd ABN 55 617 244 318 and/or Marlin Coast Joint Venture Pty Ltd ABN 58 988 342 867 which owns and is selling land within the Participating Estates. The participating estates are:

- (a) 'Ridgeview' of Raynbird Rd (off Oakley Flat Road), Narangba, QLD 4504;
- (b) 'Smithfield' of 3 Whyambeel Chase, Smithfield QLD 4878; and
- (c) 'Ripley Valley' of Binnies Road & Ripley Road, Ripley QLD 4306.

**(Participating Estates).**

1.2 The Promotion will continue until such time as determined by Satterley at its discretion.

1.3 The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at Satterley's absolute discretion. Satterley will post any changes to the Promotion (including these terms and conditions) on the Promotion Website.

### 2. DEFINITIONS

2.1 In these terms and conditions:

- (a) **'Advertising Material'** means any advertising (without limitation, including print or digital media) by Satterley in connection with the Promotion for any of the Participating Estates.
- (b) **"FHOG"** means the First Home Owners' Grant in the amount of \$30,000.00 offered by the Queensland Government on the terms and conditions and subject to the eligibility criteria published by the Queensland Government.
- (c) **'List Price'** means Satterley's list prices for lots available for purchase at the Participating Estates as published on the Promotion Website.

### 3. FIRST HOME OWNERS' GRANT

3.1 References to a benefit of \$30,000.00 in connection with this Promotion are references to the benefit comprising the FHOG.

- 3.2 The FHOG is an initiative of the Queensland Government to assist first home buyers. Not all buyers will be eligible to receive the First Home Owners' Grant. The FHOG is not connected to, nor limited in any way, by this Promotion including these terms and conditions.
- 3.3 Satterley makes no representation or guarantee as to eligibility for the FHOG, because eligibility for this grant is determined solely by the Queensland Government. You should make your own enquiries and may visit the Queensland Government website for the grant here: <https://qro.qld.gov.au/property-concessions-grants/first-home-grant/>

#### 4. **ADVERTISING MATERIAL**

- 4.1 The Advertising Material in relation to the Promotion applies to Participating Estates. Satterley may vary the Participating Estates at its sole discretion before or during the Promotion.
- 4.2 The Advertising Material is accurate at the time of publication but may be subject to change at Satterley's discretion. Buyers should contact Satterley directly or review the Promotion Website including the List Price to confirm the currency and accuracy of information.
- 4.3 Satterley is the rightful owner of the images and other creative material depicted in the Advertising Material. You agree not to reproduce, duplicate, copy, sell, resell or export any portion of the intellectual property viewed on the Advertising Material, without express written permission from Satterley.

#### 5. **LIABILITY**

- 5.1 Satterley gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in the Advertising Material, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, including the FHOG, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
- 5.2 Satterley will not be liable for any loss or damage suffered or incurred by any person:
- (a) who is deemed ineligible for the FHOG or is unable to participate in this Promotion in any way;
  - (b) who relies upon the information in the Advertising Material, including as to the FHOG;
  - (c) who participates in the Promotion (except for any liability which cannot be excluded by law); and/or
  - (d) in circumstances where Satterley's ability to provide any aspect of the Promotion is limited in any way as a result of the act of any third party, its employees or agents.
- 5.3 Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or other consumer protection laws in Queensland which cannot be contracted out of (**Non-Excludable Guarantees**).
- 5.4 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Satterley (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.

## 6. GENERAL

- 6.1 Failure by Satterley to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 6.2 In the event that any provision of these terms and conditions are determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.
- 6.3 This Promotion is governed by the laws in Queensland.

## 7. PRIVACY

- 7.1 Satterley's Privacy Policy sets out its approach to the management of personal information and is available at <https://satterley.com.au/privacy-policy/>. Subject to the *Privacy Act 1998* (Cth), you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this and also contains information about how you can make a complaint about a breach of privacy. Satterley's Privacy Officer can be contacted by email at [privacy@satterley.com.au](mailto:privacy@satterley.com.au).
- 7.2 The personal and other information that buyers provide will be used by Satterley for the purpose of conducting the Promotion and to periodically keep buyers informed about the goods and services provided by Satterley, related entities and its service providers. Buyers consent to the use of their contact details for the purposes described in this clause. However, you may opt out of receiving marketing information at any time by using the contact details provided in clause 7.1. For more information, see Satterley's Privacy Policy.