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## 1. LOCAL HEROES, ESSENTIAL SAVINGS TERMS AND CONDITIONS

1. By participating in the Hilltops by Birchmore “Local Heroes, Essential Savings” (“Offer”), the Purchaser accepts these Terms and Conditions.
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### 2. In these Terms and Conditions

- (a) “Birchmore” means: KR Wirlinga Pty Ltd ACN 664 200 248 c/-of Birchmore Group, Level 9, 176 Wellington Parade, East Melbourne VIC 3002 as vendor under a Contract.
  - (b) “Contract” means a contract for the sale of land issued by Birchmore as vendor with respect to the sale of a Land Lot to a Purchaser.
  - (c) “Hilltops” means the development of the whole of the land contained in Lot 1 in Deposited Plan 1298683 and known as part of 710 Riverina Highway, Thurgoona NSW.
  - (d) “Land Lot” means any of the individual land lots on the stock list during the Offer Period at Hilltops, excluding all superlots.
  - (e) “Purchaser” means: the person or persons who have entered into a Contract to purchase a Land Lot.
  - (f) “Essential Worker” means any worker who is an individual (not a company or business) working as a:
    - i. Healthcare worker,
    - ii. Emergency service worker,
    - iii. Medicare or Centrelink worker,
    - iv. a public servant, postal (including post office) worker or utility service worker,
    - v. Teacher, education worker or childcare worker,
    - vi. in any other occupation as the Vendor may accept as an essential service.
  - (g) “Cooling Off Period” means 3 clear business days from the date the purchaser signs the Contract
  - (h) “Deposit” means 5% of the purchase price (GST inclusive) to be paid by the Purchaser by bank cheque or direct deposit to the Vendor’s solicitor’s trust account on or before the time of signing the contract.
  - (i) “Rebate” means \$10,000 to be applied in favour of the Purchaser at settlement of a Contract.
  - (j) “Vendor” means KR Wirlinga Pty Ltd ACN 664 200 248 as vendor under a Contract.
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3. The Offer commences 10am 1 February 2025 and concludes at 5pm 30 April 2025, unless all Land Lots are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions. (“Offer Period”).

4. The Offer is available on all Land Lots which are available for sale during the Offer Period and purchased through an authorised Core Projects (Vic) Pty Ltd sales consultant.

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5. The Offer entitles the Purchaser to:

- (a) pay the Deposit; and
  - (b) receive a Rebate of \$10,000 at settlement of the Contract.
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6. This Offer cannot be accepted in conjunction with any other offer (including landscaping packages) or promotion conducted by Birchmore.

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7. To be eligible to receive the Offer, the Purchaser must comply strictly with the following purchasing procedures:

- (c) during the Offer Period, purchase a Land Lot by paying an initial \$1,000 deposit and signing a Contract within 7 business days;
  - (d) pay the balance of the 5% Deposit by bank transfer to the Vendor's solicitor's trust account or by bank cheque at the time of signing the Contract;
  - (e) exchange the Contract no later than 5pm 30 April 2025; and
  - (f) complete the Contract strictly in accordance with the terms of the Contract
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8. The Purchaser is responsible for:

- (a) all stamp duty payable on the purchase of the relevant Land Lot and any fees in connection with any mortgage;
  - (b) any and all legal costs payable by the Purchaser in connection with the purchase of the relevant Land Lot;
  - (c) lenders mortgage insurance (if applicable);
  - (d) disclosing the rebate to any relevant mortgagee; and
  - (e) any and all other ancillary costs or the completion of any other documentation that is not stipulated in these Terms and Conditions.
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9. The Offer is subject to any other terms and conditions as set out in the Contract for sale of the Land Lot. In the event of any inconsistency between the Terms and Conditions, the terms set out in the Contract will prevail.

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10. Birchmore reserves the right, prior to acceptance to:

- (f) suspend, terminate, withdraw or modify this Offer and the Terms and Conditions; and/or
  - (g) withdraw any Land Lot from this Offer, only prior to an exchange of contracts;
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11. The Purchaser releases, and discharges, Birchmore if it elects to exercise its rights under item 10 above.

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12. To the full extent permitted by law, Birchmore and its related companies exclude all liability however so arising (including all liability arising from negligence on the part of Birchmore and its related companies or their officers, employees, or agents) for any loss or damage whether direct, indirect, special or consequential or for personal injury which is suffered or sustained, by any individual or the Purchaser, arising in any way out of or in connection with the Offer, including but not limited to:

- (a) not being able to take up the Offer because none of the Land Lots are available;
  - (b) not being able to take up this Offer as a result of loan application refusal;
  - (c) any increase in interest rates if the Purchaser is obtaining finance; and/or
  - (d) as a result of Birchmore relying on any of their rights under these Terms and Conditions.
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13. Birchmore will need to collect personal information for the purpose of conducting the Offer and may need to disclose the personal information to third parties. If the Purchaser or individual does not provide the requested personal information, then they cannot participate in the Offer. To access, update or correct any personal information contact Birchmore on (03) 8804 5832.

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14. All amounts stated in these Terms and Conditions are inclusive of all taxes and other duties.

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## **2. PRIVACY COLLECTION NOTICE – ESSENTIAL WORKER OFFER ‘LOCAL HEROES, ESSENTIAL SAVINGS’**

The Birchmore Group (Birchmore Group Pty Ltd ACN 636 178 839 and its related entities (as defined in the Corporations Act 2001 (Cth) from time to time and any other special purpose vehicles as created from time to time) collects and uses personal information about you to provide you with information you request from us.

Personal Information we collect from you includes, but is not limited to (for more details please see the Birchmore Group Privacy Policy):

- 1. Contact details including your full name, address, telephone number, emailed address and date of birth;
  - 2. Work place information;
  - 3. Proof of Identity information;
  - 4. Preference information;
  - 5. Transactional and payment information;
  - 6. Financial information;
  - 7. Online and digital services information;
  - 8. Information collected during our interactions;
  - 9. Information required to be collected by law;
  - 10. Publicly available information.
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We may collect this information from you, a person acting on your behalf or a third-party service provider who has captured your information and shared it with us. If you give us information about others, you must have authority to do so and tell them what is in this notice.

The Birchmore Group may disclose personal information about you to third party agents and service providers to assist the Birchmore Group in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist the Birchmore Group in the operation of its business.

The Birchmore Group also uses your personal information for related purposes including but limited to requesting your feedback on the products and services provided by us, confirming your identity, managing our relationship with you, contacting you about any changes to products and services we have provided you and regarding any future products and services, to identify, manage and minimise security risks and prevent fraud, scams and other authorised activities, for any other purpose you consent to or opt-in, and for any other purpose set out in our Privacy Policy.

If you do not provide all the personal information or provide inaccurate or incomplete personal information the Birchmore Group requests from you, we may be unable to provide these products or services to you and may not be able to appropriately respond to your requests for our products or services.

The Birchmore Group Privacy Policy (a copy of this Privacy Policy is available on our website at [https://birchmoregroup.com.au/wp-content/uploads/2023/02/Birchmore\\_Privacy-Policy\\_PDF.pdf](https://birchmoregroup.com.au/wp-content/uploads/2023/02/Birchmore_Privacy-Policy_PDF.pdf)) contains information about how you may request access to and correction of personal information we hold about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

By submitting this form, you agree to the Birchmore Group using your personal information to promote its products and services. If you no longer wish to receive promotional information from us, you may advise us. The Birchmore Group Privacy Policy contains information about how you may send your request to us.

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### 3. BROCHURE DISCLAIMER WORDING

#### “Local Heroes, Essential Savings” Deposit Disclaimer

To be eligible for the Hilltops by Birchmore Local Heroes, Essential Savings “ (**Offer**)”, you must:

1. **Be an Essential Worker:** this includes healthcare workers, emergency service workers, teachers, childcare workers, and other essential service workers as determined by Birchmore;
2. **Submit Proof of Employment:** provide a copy of your employment contract or pay slip to [hilltops@coreprojects.com.au](mailto:hilltops@coreprojects.com.au);
3. **Purchase a Land Lot:** Purchase a land lot at Hilltops Thurgoona during the Offer Period; and
4. **Meet Contractual Obligations:** fulfill all contractual obligations as outlined in the contract of sale.

Please note that Birchmore reserves the right to amend these Terms and Conditions at any time without notice.

For complete Terms and Conditions, please contact [info@birchmoregroup.com.au](mailto:info@birchmoregroup.com.au) or visit: [www.hilltopsbybirchmore.com.au](http://www.hilltopsbybirchmore.com.au)

# BIRCHMORE

Birchmore Group Pty Ltd ACN 636 178 839 and its related entities