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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) “Key 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February 2025 and concludes at 5pm 31 May 2025, unless all Land Lots are sold prior and subject to the Offer not being withdrawn earlier by the Vendor in accordance with these Terms and Conditions.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”).
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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 31 May 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 – KEY WORKER OFFER ‘LOCAL HEROES, ESSENTIAL SAVINGS’**

Birchmore Group Pty Ltd ACN 636 178 839 and its related entities and subsidiaries, as that term is defined in the Corporations Act 2001 (Cth) and any other special purpose vehicles as created from time to time (we, us, our or Birchmore Group) is a private property development group which is responsible for delivering a range of residential development and other real estate projects, including the Hilltops project (Hilltops).

Who does this Privacy Collection Notice apply to?

This Privacy Collection Notice applies to you if you are a prospective purchaser of a land lot in Hilltops (Hilltops Lot).

What personal information do we collect and how do we collect it?

The Birchmore Group has collected or will collect your personal information during or in connection with your interest in purchasing your Hilltops Lot.

The kinds of personal information we collect includes, but is not limited to:

- 1. your personal, contact and demographic details including your full name, residential address, telephone number, email address and date of birth;
- 2. your work place information including details of your employment, role and job title;
- 3. your proof of identity information which may include your driver’s licence and government identifiers such as your tax file number (as provided on your payslip) or other similar identity information that you may provide to us;
- 4. information about your preferences in relation to Hilltops or other properties developed by us;

5. your transactional and payment information which may include your bank account or credit card details;
6. your financial information which may include information about your financial circumstances and objectives such as your assets, income, liabilities and expenditures; and
7. other information collected during our interactions so that we can provide you with information about Hilltops or so that we can undertake transactions or dealings with you.

We will generally collect this information directly from you. However, it is also possible that we may collect some of this information about you from third parties such as the relevant sales agent you are dealing with.

### **Why do we collect, store and use your personal information?**

The Birchmore Group collects, uses and stores your personal information:

- to process your purchase or potential purchase of your Hilltops Lot;
- to facilitate the provision of our property-related services;
- to comply with our legal obligations and regulations; and
- for other related purposes including but not 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, to identify, manage and minimise security risks and guard against fraud, scams and other authorised activities, and for any other purpose set out in our Privacy Policy.

### **Who will we share your information with?**

We may share your personal information with:

- other members of the Birchmore Group;
- third party agents (including sales agents) and other service providers including contractors and other entities who we do business with to assist us in providing you with our products and services; and
- regulatory and law enforcement bodies to comply with our legislative and regulatory obligations.

### **What happens if you do not want to provide your personal information?**

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 process your purchase of the Hilltops Lot and our other products or services that are requested by you. We also may not be able to appropriately respond to your requests for our products or services.

### **How can you find out more information?**

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.

You can contact us using the details below:

**Mail:** Level 9/176 Wellington Parade, East Melbourne, VIC, 3002

**Email:** [info@birchmoregroup.com.au](mailto:info@birchmoregroup.com.au)

**Telephone:** 03 8804 5832

### 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 a Key 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