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THE HOME FOR A CURE CHARITY AUCTION IS SUBJECT TO THE FOLLOWING TERMS & CONDITIONS

Promoters: The Promoters are Satterley Officer Pty Ltd (Satterley) of Level 3, 27-31 Troode Street, West Perth, Western Australia 6005 and Simonds Homes Victoria Pty Ltd (ACN 050 197 610) (Simonds) of 1/570 St Kilda Road, Melbourne, Victoria, 3004 (together, the Promoters).

Terms and Conditions of Promotion and Auction: By registering to bid at the Auction, the bidder accepts these Terms and Conditions. All applicable laws and regulations of the sale of land at auction continue to apply. Who is eligible to bid at the Auction? The Auction is open to persons who are over the age of 18 years. Bidders in the Auction may register their details online at www.homeforcure.com.au prior to the Auction, however, registration is not a condition of participation in the Auction. Time and location of Auction: The "Home for a Cure Charity Auction" details will be published on the homeforcure.com.au website once finalised, subject to change due to ongoing COVID restrictions and implications. The Auction will be conducted by Barry Plant Taylor Lakes, Leading Realty Pty Ltd, Licence No: 025983L, trading as Barry Plant Brimbank (Barry Plant).

Subject of Auction: At the Auction, bidders will have the opportunity to bid for the purchase of: a) one land lot located at 42 Gulliver Drive, Officer in the "Arcadia" development, being Lot 1724 (on plan of Subdivision PS746840S, being part of the land contained in certificate of title volume 12153 folio 729) (Land) provided by Satterley; and b) a Simonds Aspire 174 (with Eaton facade) (Home), provided by Simonds, to be built on the Land (together, the Turnkey Home and Land Package).

Inclusions of the Turnkey Home and Land Package: Included in the Turnkey House and Land Package are the floorplan and all finishes, fixtures, modifications and interior colour schedule set out in the Contract of Sale (Contract of Sale). The Turnkey Home and Land Package also includes: (A) Home contents donated by partners of My Room Children's Cancer Charity, including up to \$40,000 worth of furniture from Adriatic Furniture, up to \$25,000 of electronic and home appliances from JB HiFi, up to \$7,000 of bedding from A.H.Beard, up to \$5,500 of outdoor furnishings and power tools from Bunnings, up to \$5,000 of homewares from Salt and Pepper, and up to \$3,000 of furnishings from Harvey Norman. These inclusions are as displayed at the time of sale. (B) external landscaping to the value of up to AUD\$27,851 (incl GST) as specified by Satterley to be provided by Satterley (or their selected contractor). (C) A one year subscription to Stan valued at \$120. The Stan subscription must be redeemed before 29th Dec 2020. Please note that to access the subscription, the subscriber must have access to internet/data, and a supported device. Further conditions apply at www.stan.com.au/terms (D) A 12-month Premium Digital subscription to The Age - including unlimited access to theage.com.au across devices, The Age app for iOS and Android, plus exclusive subscriber offers, experiences and events valued at \$300. The Age subscription will be cancelled after the twelve month period (i.e. not auto-renewing) and must be redeemed before 31st Dec 2020. Further terms and conditions apply at: www.theage.com.au/digital-subscription-terms The successful purchaser will only be entitled to receive the inclusions if it effects settlement on the due date for settlement as set out in the particulars of the Contract of Sale (Due Date) and has otherwise complied with its obligations under the Contract of Sale. Nothing in these Terms and Conditions detracts from Simonds and/or Satterley's rights against the purchaser in the event that the purchaser fails to effect settlement of the Contract of Sale on the Due Date. Each of the inclusions are not available in conjunction with any other offer, non-transferable, non-exchangeable and not redeemable for cash. The bidder should make their own enquiries regarding the purchase of the Home and Land Package.



Exclusions of the Turnkey Home and Land Package: Images of a similar house to the House that may be used on this website or in any other medium are provided for illustrative purposes only. Furnishings and water features are excluded and landscaping may differ from that shown at the display home. For a full list of exclusions and inclusions, refer to the Contract of Sale, which is available for review at any time prior to the Auction upon request from a Barry Plant representative.

Fundraising: The proceeds of the Auction (being the purchase price of the Home and Land Package, less applicable GST) will be donated to My Room Children's Cancer Charity Limited ABN 51 636 749 570 (My Room). My Room is registered with the Australian Charities and Not-for-profits Commission (ACNC). My Room is proud to be the beneficiary of the Auction. My Room is endorsed as a Deductible Gift Recipient (DGR1) from 11 Dec 2019. It is covered by Item 1 of the table in section 30-15 of the Income Tax Assessment Act 1997. To the extent that Simonds, Satterley, or Barry Plant may be deemed to participate in any fundraising appeal or other connected activity in connection with the Auction, they do so only as agents of My Room Incorporated.

Winner: A reserve price will be set for the Auction (Reserve), and the bidder offering the highest valid bid, as determined by the auctioneer, will be declared the winner of the Auction and the purchaser of the Home and Land Package. The purchaser will be required to enter into the Contract of Sale in respect of the Home and Land Package, and any other document reasonably required, immediately following the conclusion of the Auction, and to provide payment in the form of a deposit representing 10% of the purchase price on signing the Contract of Sale. The balance of the purchase price will be payable on settlement of the Home and Land Package and otherwise in accordance with the terms of the Contract of Sale. The purchaser is responsible for payment of all taxes (including land tax and any other duties applicable) and any legal costs or transaction fees in respect of its purchase of the House and Land Package. No cooling off period applies. A copy of the Contract of Sale including Vendor's Statement are available for review on request.

Further conditions: Visitors to and participants in the Auction event and participants in the Auction may be filmed and photographed and images and footage may be used by Nine, Satterley, Simonds Homes and My Room at their discretion. The winner of the Auction is purchasing the Home and Land Package as described in the Contract of Sale including Vendor's Statement, which will supersede and replace all prior representations. To the extent there is any inconsistency between these terms and conditions and the Contract of Sale, the terms and conditions in the Contract of Sale will prevail. No part of the Home and Land Package may be taken separately. Images of the Land and/or Home (including the landscaping) on this website, marketing material or in any other medium are provided for illustrative purposes only and may not be representative of the actual Land and Home (as built). Images, dimensions, sizes and areas, facilities, amenities, infrastructure, the configuration of these and other information displayed on this website may change depending on a range of variable factors including but not limited to council building approvals and planning consent, market conditions, governance and government and municipal requirements. Other than as set out in these terms and conditions, home decorator items, other furnishings and curtains are not included in purchase price. Promoters Rights Reserved The Promoters reserve the right, at their sole discretion, to cancel, terminate, modify or suspend the Auction and the Home and Land Package if:

- for any reason the Promoters circumstances change; or
- settlement of the Contract of Sale does not occur in accordance with the terms set out in the Contract of Sale.

General: The Auction and promotion is governed by the laws of the state of Victoria, Australia. Refer to the Contract of Sale for details relating to the specifications of the Land and House. The Promoters and their related bodies corporates do not accept any liability for any reliance upon this website/brochure and do not accept responsibility for any tax liabilities that may arise from a purchaser purchasing the Home and Land Package. Applicants should seek independent financial advice if concerned. To the extent permitted by law, the Promoters shall not be liable for any loss or damage whatsoever (including but not limited to direct, indirect, special or consequential loss or damage, loss revenue or profit) or personal injury suffered or sustained in connection with the Auction or the purchase of the Home and Land Package. If, for any reason whatsoever, the Auction is not capable of running as planned, the Promoters reserve their right in their sole discretion to take any action that may be available, subject to State and Territory regulations. Please note that the building and construction work has been performed by Simonds Homes Victoria Pty Ltd (ACN 050 197 610) CDB-U-49491.

Contact us: If you have any queries in relation to any of the above terms and conditions, please contact marketing@simonds.com.au or arcadia.sales@satterley.com.au

