

## PRIVACY POLICY AND DISCLAIMER

### 1. Introduction and Agreement

This website (“**Site**”) is operated by the legal owners of the Site, [ ], and this policy applies to the legal owners and their associates (“**we**”, “**us**” or “**our**”).

This Privacy Policy and Disclaimer applies to our collection of information and your access to the collected information when you transact with us on the Site and also on any forms or other means of collection of information by us. It also applies to the use of the Site.

Please read this Privacy Policy and Disclaimer carefully before using the Site or transacting with us. Usage of the Site or transacting with us is conditional upon you agreeing to be bound by this Privacy Policy and Disclaimer, and if you use the Site or transact with us you are deemed to have agreed to be bound by this Privacy Policy and Disclaimer.

### 2. Privacy Policy

We are bound by the National Privacy Principles (“**Principles**”) contained in the *Privacy Act 1988 (Cth)* as amended (“**Act**”). The Principles can be viewed at the web site of the Office of the Australian Information Commissioner: [www.oaic.gov.au](http://www.oaic.gov.au). This Privacy Policy sets out our policies regarding the collection, use and disclosure of certain information relating to your use of the Site.

We recognise the importance of protecting your privacy and our Privacy Policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us, and to assist you in making informed decisions when using the Site. As we update and diversify our products and services, this Privacy Policy may evolve. *Please check this page for updates periodically.*

#### 2.1 Collection of Information

We have several areas where you can submit information to us, and we also have features that automatically collect information (e.g. cookies) from the users of our Site.

Registration: When you visit or transact business on our Site, you may be required to register with us or be requested to provide us with personal and account information such as your name, account number, address, telephone number, e-mail address, subscription details (i.e., particular types of markets or property types on which you request information), and any other information that personally identifies you or would permit us to contact you.

Cookies: We use what are commonly called cookies when you use our Site. A cookie does not identify you personally but it does identify your computer. We use these cookies to enable us to monitor traffic patterns, to serve you more effectively if you revisit our website or in the provision of information to you via the web. We may also use cookies to help us facilitate any promotions or surveys that we provide.

Personal information that may be collected in your dealings with us and our affiliated entities include but is not limited to your name, contact details, any payment details, phone and/or email enquiries, history of dealings and activities with and your interactions with our online services. Personal information may be collected by us and our affiliated entities when you place a purchase enquiry, call or email us in relation to any of our products and/or services, purchase an apartment, provide payment to us of any kind and/or when you use our online services.

We may also collect information from any other document which you submit to us in connection with your expression of interest or your proposed acquisition of an apartment in one of our developments or projects.

While you may be entitled under the Act to transact with us without identifying yourself or using a pseudonym, we reserve the right to refuse to provide services or deal with you without you identifying yourself to our reasonable satisfaction.

#### 2.2 Use of information collected

We will use the information collected in order to:

- keep you informed about our latest news, products and services, and to this end we may contact you via telephone or send e-mails and announcements to your personal email address that you provided to us while registering on our Site;
- respond to comments and questions;
- provide customer support services;
- generate internal reports;
- instruct our Associates; and
- communicate with you information about the status of any project or development or other activities we may be involved in or events that you may be interested in attending or other information that may be of interest to you in respect of your expression of interest, or the delivery of your proposed acquisition of a property in one of more of our developments or projects.

You may unsubscribe from such list by following the instructions contained in each email we send to you to unsubscribe from such e-mail list.

### 2.3 Disclosure of information collected

Disclosure to Associates: We may share your personal information with companies (“**Associates**”) acting as our authorised agents in providing our service (for example but without limitation customer/support services and marketing services) to you, and we will use our best endeavours to procure their agreement to use it only for such specified purposes. Each Associate must agree to implement and maintain reasonable security procedures and practices appropriate to the nature of your information in order to protect your personal information from unauthorised access, destruction, use, modification or disclosure. You may at any time choose not to receive some or all of our direct marketing communications. If you choose not to receive some or all of our direct marketing communications, please communicate your choice to us by **calling [ ] or by e-mailing [ ]**.

Disclosure to outside agencies: We may share your personal information with outside agencies who we engage to assist with research and analysis. Each outside agency must agree to implement and maintain reasonable security procedures and practices appropriate to the nature of your information in order to protect your personal information from unauthorised access, destruction, use, modification or disclosure.

Disclosure to contractors and advisers: We may disclose your personal information to companies and contractors who we retain to provide services for us, such as IT contracts, call centres, lawyers, accountants, financiers, banks and auditors who will need to have access to your personal information to provide those services.

Legally compelled disclosure: We will also disclose your personal information when required to do so by law, for example, in response to a court order or a subpoena or other legal obligation, in response to a law enforcement agency's request, or in special cases when we have reason to believe that disclosing your personal information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (whether intentionally or unintentionally) our rights or property.

Disclosure authorised by you: We may disclose your personal information to other individuals or companies where authorised by you.

### 2.4 Consent to processing

By providing any personal information to us, you fully understand and consent to the transfer of such personal information to, and the collection and processing of such personal information. Your personal information will be stored and processed on our computers in Australia.

We will use commercially reasonable efforts to hold and transmit your personal information in a safe, confidential and secure environment. If you object to your personal information being transferred or used in this manner please do not register with or use the Site.

### 2.5 Security

We endeavour to protect the security of your personal information and your choices for its intended use. We store your personal information on a secure server, and use procedures designed to protect the personal information we collect from unauthorised access, destruction, use, modification or disclosure. We reserve the right to store your personal information in physical form, and we will make all commercially reasonable efforts to ensure that personal information stored or transferred in physical form is protected from misuse, loss, unauthorised access, modification or disclosure, and that the personal information is stored securely.

## 2.6 Access to Information, Accuracy of Information and Complaints

You have the right to have access to the personal information we hold about you. You can also request an amendment to this personal information should you believe that it contains inaccurate information. Should you wish to obtain access to or amend the personal information that we hold, please contact our Privacy Officer (contact details below) who can give you more detailed information. For security and confidentiality reasons, we will require you to verify your identity and specify what information you require. A fee may be charged for providing access, which will be advised in advance.

The Act entitles us to refuse a request to access information in particular circumstances (such as specified business purposes or imperatives, and for law enforcement reasons). Where we do not uphold your request, we will inform you of the reasons for our decision. If the information we hold about you changes, we ask that you contact our Privacy Officer (contact details below) so that we may update our records.

Any complaints may be made to our Privacy Officer (details below) or to the Office of the Australian Information Commissioner: [www.oaic.gov.au](http://www.oaic.gov.au)

## 2.7 Privacy Officer Contact Details

If you have questions or concerns regarding this Privacy Policy, if you wish to gain access to your information which we have retained, or if you wish to exclude your personal information from our direct marketing purposes, please feel free to contact us at: [ ] or by writing to us at **Attn: Privacy Officer, [ ] at [ ]**.

## 3. Disclaimer

### 3.1 General Site Disclaimer

The information provided on this Site has been compiled for your convenience only. Images and diagrams depicted on this Site are intended to be a visual aid and marketing purposes only and do not necessarily accurately reflect the objects described. We make no (and expressly disclaim all) representations or warranties of any kind, express or implied, in respect of or in any way connected to the Site and any information or item included on this Site from time to time. You, as a user of this Site, should make your own enquiries before entering into any transaction on the basis of or in reliance upon the content of the Site. The vendor excludes, to the extent permitted by law, all liability for loss or damage arising from any reliance placed on any information or item included on this Site from time to time.

We accept no responsibility for, and exclude all liability in connection with, browsing this Site and downloading any material from it. Whilst we endeavour to ensure that the Site is fully operational and error-free, we cannot guarantee this and therefore accept no responsibility for any defects and/or interruptions of the Site.

We cannot guarantee that any file or program available for download and/or execution from or via this Site is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume and accept all risk of use of all programs and files on this Site, and you release us entirely of all responsibility for any consequences of its use.

We may provide links on this Site to websites operated by third parties. You acknowledge and agree that we do not control nor monitor these third party websites. We do not make any representations about and cannot accept any liability for these websites operated by third parties. A link to a third party website on this Site does not imply that we in any way endorse the content of that third party website. Your access to third party websites may be governed by their own terms.

To the fullest extent permitted by law we, including any of our directors, affiliates, officers, employees agents, contractors, successors and assigns, exclude all liability for loss or damage arising from or in any way connected to the Site and any content or information recorded on the Site including without limitation losses arising from your use of, or reliance upon the content whether or not this is caused by any negligent act or omission. This limitation on liability applies to direct, indirect, consequential, special, punitive or other damages that you or others may suffer, as well as damages for loss of profit, business interruption or the loss of data or information.

### **3.2 Copyright and Trade Marks**

This Site contains registered trademarks and/or trademarks which are the subject of pending applications or which otherwise are protected at law. Unless otherwise indicated, the trademarks are owned by us or are the subject of a licence to us and may have protection under the laws of other countries. You are not permitted to use our trade marks except with our prior written consent.

The material on this Site is our copyright material and is protected by copyright under the laws of Australia and other countries. You must not reproduce, frame, transmit (including broadcast), adapt, link to or otherwise use any of the content on this Site, except as expressly permitted by statute or with our prior written consent.

We reserve the right to make changes, modifications, additions, deletions and corrections to the Site, at any time and without notice.