



**Eventbrite – Step-By-Step Guide
+ Terms & Conditions**



**Boardwalk Eventbrite Online Land Release:
Complete Instructions and Terms & Conditions**

1. These terms and conditions govern your use of the online Eventbrite ticketing system for registration of your interest in purchasing a lot at Boardwalk during Release 1 (**Release**) ("**Eventbrite**"). By using the Eventbrite tool to register for a ticket for the Release, you agree to comply with:
 - a. these terms and conditions; and
 - b. the terms and conditions of the online Eventbrite ticketing system, available here https://www.eventbrite.com.au/support/articles/en_US/Troubleshooting/eventbrite-terms-of-service?lg=en_AU
2. For an opportunity to purchase a lot in Boardwalk Stage 1 Release, you must register for a ticket from **12pm sharp (AEST) on Monday 12th July** via the Eventbrite Page.
3. Due to anticipated high demand, we recommend that you have the Eventbrite link open on your browser prior to 12pm on Monday 12th July and refresh the page at 12pm to increase your likelihood of securing a ticket.
4. Click the register button to select a ticket and complete your contact information.
5. If you are unable to view the tickets available for registration or the registration button, please try refreshing the Eventbrite page via your browser. If the registration button still does not appear, all tickets may have been allocated.
6. Tickets and lots are limited to 1 per customer / household.
7. Registrations via the Eventbrite page will close at 2pm (AEST) on Friday 16th May, or earlier if all tickets are allocated.
8. There are strictly 18 tickets available for 18 lots available for the Release. Due to anticipated high demand, you may not be successful in registering for a ticket. Please note that successfully registering for a ticket does not guarantee you the opportunity to purchase a lot.
9. If you successfully secure one of the 18 tickets available, you will receive an automatic email from Eventbrite with your ticket details. From Monday afternoon (12th July), the Sales Team will call all successful participants based on the ticket allocation order, from 1- 18. Please have your ticket ready to send to the Sales Team via email during this phone call. The call will be strictly 15 minutes in duration where you will select your preferred lot. During the call with the Sales Team, please be prepared with a selection of your preferred lots, as the order of your successful registration will determine the order in which the Sales Team will call you, and the selection of lots that will be available to you to select from. The first in

basis phone call(s) held prior to yours may result in your preferred lot being sold to another purchaser. In this instance, we recommend that you be prepared to make an alternative lot selection.

10. Stage 1 lot pricing and contract information will be available from 6th of July 2021 for review on the Boardwalk website prior to release day.
11. Ensure you are available to take the call from our Sales Team on the phone number provided at the point of registration. The Sales Team will try your designated phone number 2 times before the Sales Team contacts the next prioritised customer in order of registration. If you return a call to the Sales Team, you will resume priority ahead of the remaining customers who have not yet been contacted. If the Sales Team are unable to contact you after the 2nd attempt and you do not contact the Sales Team before they finish contacting all customers, Boardwalk reserves the right to remove you from your allocated land release and if so your participation in the Release will then cease.
12. In the event where you cannot make a decision regarding your preferred lot during the 15-minute phone call, the sales team will continue to call through the remaining successful registrations. If you return a call to the Sales Team ahead of the remaining customers who have not yet been contacted, you will resume priority in the list.
13. During the phone call and upon selecting a lot, you will need to pay a \$10,000 initial deposit and confirm a land release appointment for Saturday 17th July to sign an unconditional e-contract and pay the balance of the 10% deposit. The initial deposit payment can be made by EFT transfer only and will need to be made by COB on Tuesday 13th July. The Boardwalk Sales Team will provide you the RPM Trust Account Details during this call. If the information you use for registration does not match your ID, or you do not make the payment in cleared funds, Boardwalk reserves the right to remove you from your allocated land release and if so your participation in the Release will then cease.
14. You acknowledge and agree that attempting to register, or successfully registering for a ticket, does not give you a legal right or guarantee to purchase a lot during the Release. Among other things, there may be more people registering for a ticket to participate in the Release (using the Eventbrite registration tool) than there are lots available for purchase. You agree not to make a claim against RPM Real Estate if you are not able to purchase a lot, or you are prevented from purchasing a lot, for any reason, including the action, inaction, negligence or error of RPM Real Estate.
15. In the event that all 18 tickets are allocated, there is a waitlist pool of 32 spots available. If you are unsuccessful in registering for one of the first 18 tickets, you can add yourself to the waitlist until the maximum capacity of 32 spots is reached. If a position opens up while on the waitlist, you will receive an email detailing a ticket has been released that you will need to accept in order to secure a ticket. If you are on the waitlist, you may be contacted if one of the first 18 ticket holders cannot be contacted or their participation in the Release otherwise ends – however, this is not guaranteed.
16. If all lots are sold and you are unsuccessful in securing a lot for this Release, you are advised to register for the next public release for Boardwalk.

17. Please note your registration for this Release is not transferrable to any other future releases.
18. You may be prevented, delayed or impaired from using the Eventbrite online ticketing tool for a number of reasons, including due to infrastructure failures like internet or telecommunication outages, or impairment or failure of the Eventbrite online ticketing tool (including due to technical breakdown) or impairment or failure of your equipment, including due to viruses, hacking or other technical issues. You agree not to make a claim against RPM Real Estate if you are unable to use the Eventbrite online ticketing tool, or if you are provided a less favourable registration preference, due to any of the problems set out in this paragraph, irrespective of who is responsible.
19. You acknowledge and agree that RPM Real Estate will be in no way liable to you for any loss that you may suffer as a result of:
 - a. participating in the Release and/or the process outlined in these terms and conditions; or
 - b. your failure, for any reason, to purchase a lot as part of the Release.
20. By submitting this form and proceeding with registration for a ticket to participate in the Release, you agree that RPM Real Estate can use your personal information to offer you the opportunity to purchase a lot and to promote its products and services to you, including future releases. RPM Real Estate agrees to comply with its privacy policy in its collection of personal information, available here:
<https://boardwalk3030.com.au/wp-content/uploads/RPM-Privacy-Policy.pdf>
21. These terms and conditions are governed by the laws in force in Victoria. Reference to RPM Real Estate means RPM Real Estate its related bodies corporate (as defined under the Corporations Act 2001 (Cth)) and includes its officers, employees, contractors or agents.
22. If any provision of these terms and conditions is held to be invalid, void or for any reason unenforceable, such provision is deemed to be struck out and will not affect the validity and enforceability of the remaining provisions. All information contained within the contract for the sale of the lot will take precedence over these terms and conditions.

Boardwalk Contract Signing Procedure:

- If you are successful in receiving a lot for Release 1 at Boardwalk, you will be allocated a **15 minute appointment** on Saturday 17th July 2021 at the Boardwalk Sales Office. Appointments are fixed to a time specified by the Sales Team which will be confirmed during the call on Monday 12th July. Please arrive 5 minutes before your appointment time and ensure you bring proof of ID (passport or driver's license) as well as your ticket. Your ID and ticket details need to match.

- During the appointment, you will be required to pay the balance of 10% deposit via EFT only and sign an unconditional e-contract of sale. Failure to pay the required deposit at your appointment will result in you losing your eligibility to be part of the release.
- For any buyers-based interstate or overseas, a member of the Sales Team will contact you via telephone to conduct your sales appointment over the phone.
- To abide by current Government restrictions, the Sales Centre currently has limited capacity, so we ask that a maximum of two people attend the sales appointment on the release day.
- Please note that the Boardwalk Sales Centre will be closed to customers who do not have an appointment on the 17th July 2021.

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