

Disclaimers

Terms of website use

www.brookwater.com.au and www.brookwatergolf.com ("the Website") are owned by Springfield Land Corporation Pty Ltd (ACN 055 714 531) of Level 10, Springfield Tower, 145 Sinnathamby Blvd, SPRINGFIELD CENTRAL 4300, Queensland, Australia and its related companies and other entities ("Springfield Land Corporation").

The Website is operated by Springfield Land Corporation so that you can access information, and submit requests for additional information, about Springfield Land Corporation's property developments and planned future projects and potential business opportunities within Greater Springfield. You are welcome to browse around the Website as you like, subject to these terms of use. By visiting the Website, you agree to comply with the terms listed on this page and any other law or regulation that applies to the Website.

1 Disclaimers

You use the Website entirely at your own risk. Springfield Land Corporation is not liable to you or anyone else for any loss in connection with the use of the Website.

While Springfield Land Corporation endeavours to ensure that all information provided on the Website is complete, accurate and up to date, the Website and its contents are provided "as is" and "as available" and Springfield Land Corporation takes no responsibility for any error or omission relating to this information.

The material contained in the Website is not intended to be, nor should it be, relied on as professional advice. You should not act on the basis of anything contained in the Website without first seeking professional advice. Any interested party (including developers and their advisors) must make its own assessment and investigations and should not rely on the significance, adequacy or accuracy of the information contained on the Website.

The information contained in the Website (including these terms of use) is subject to change at any time without notice. Information on the Website could include technical inaccuracies or typographical errors, or could be otherwise inaccurate, incomplete or not current.

To the maximum extent permitted by law, Springfield Land Corporation makes no warranties or representations of any kind with respect to the Website or its contents. Springfield Land Corporation specifically makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on the website or that the material will not cause damage, or is free from any other defects or errors. Springfield Land Corporation is not liable to users of the material for any loss or damage howsoever caused resulting from the use of the material.

Project plans, photographs and artists' impressions contained in the Website are intended to be visual aids only and may not accurately represent the actual property.

To the maximum extent permitted by law, Springfield Land Corporation gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in the Website and accepts no liability for any loss which may be suffered by any person who relies either wholly or in part upon the information presented.

All information regarding Springfield Land Corporation developments, including, but not limited to, information regarding streets, project plans, artists' impressions and the scope of projects, should be regarded as indicative only and is subject to change without notice. Springfield Land Corporation is not obliged to notify users of the Website of such changes or to post the changes on the Website.

2 Links to other websites

The Website may contain links to other websites operated by third parties ("Third Party Websites"). These links are provided for convenience only and may not be current or maintained. Springfield Land Corporation does not sponsor, endorse or approve of the operators of Third Party Websites or the contents of Third Party Websites. Springfield Land Corporation makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on Third Party Websites. Unless indicated otherwise, Springfield Land Corporation has no relationship with the operators of Third Party Websites and has no control over the content or rights in Third Party Websites.

3 Indemnification

You agree to indemnify and defend Springfield Land Corporation, and its directors, employees, shareholders and other representatives, and everyone who assisted in the creation and modification of the Website, for all damages, losses, penalties, fines, expenses, and costs (including legal costs) which arise out of, or relate to, your use of the Website, any information that you provide to Springfield Land Corporation via the Website and any damage that you may cause to the Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and misleading and deceptive conduct.

4 Copyright

Unless otherwise expressly indicated, Springfield Land Corporation owns all copyright subsisting in the Website and its contents. For example, Springfield Land Corporation owns the copyright in all the website design, text, graphics, images, the selection and arrangement thereof, all software used on the Website and all documents made available on the Website.

You are only permitted to access the Website and its contents for your personal and non-commercial use.

Any other use of material contained on the Website, such as publishing, reproducing, adapting, storing in a retrieval system or transmitting the material in any form or by any means (including electronic, mechanical, micro copying, photocopying or recording) without the prior written permission of the copyright owner is a breach of these terms of use and may violate copyright and other laws.

Springfield Land Corporation grants you permission to do the following with material contained in the Website, unless otherwise indicated:

- Store a reproduction of material on your local computer for the sole purpose of viewing the material; and
- Print hard copies of material for informational, non-commercial use.

All other rights are reserved by the copyright owner.

5 Trade marks

Springfield Land Corporation uses many trade marks and service marks on the Website. For example, "Greater Springfield" and "Education City" are trade marks. There are other trade marks, service marks and get-up (trade dress) on the Website that belong to Springfield Land Corporation or its licensors. You are not granted any licence or right to use any of these trade marks, service marks or get up.

6 Privacy Policy

This Privacy Policy ('this Policy') deals with our collection, use and disclosure of, and your access to, information we may have recorded about you. This Policy applies to all members of the Springfield Group.

About us

The Springfield Group ('we', 'our' or 'us') is a collection of related companies, being:

- Springfield Real Estate Sales Pty Ltd ACN 009 648 220;
- Springfield Land Corporation Pty Limited ACN 055 714 531;
- Springfield Land Corporation (No. 2) Pty Limited ACN 056 462 205;
- Brookwater Golf Operations Pty Limited ACN 094 878 243;
- Brookwater Realty Pty Ltd ACN 101 190 121;
- Education City Operations Pty Ltd ACN 115 783 616;
- Springfield Management Services Pty Ltd ACN 132 883 731 ; and
- Springfield Data Centre (Vic) Pty Ltd ACN 072 243 684.

The Springfield Group is the master developer of the 2,860 hectare site known as 'Greater Springfield' located in the western corridor between Brisbane and Ipswich in Queensland. The activities of the Springfield Group relate to the development of the master planned community and include the operation of the Brookwater Golf and Country Club.

Privacy Act 1988

The Federal Government has enacted privacy legislation to which governs the use of a person's personal information. We are bound by the National Privacy Principles (NPP's) set out in the Privacy Act 1988 (Cth) (the Act), as well as any other applicable laws and codes affecting your personal information.

What is Personal information?

Personal information is information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion. For example, this includes details such as your name, age, date of birth, gender and contact details, and can include certain details about your personal interests.

In this Policy we will refer to 'personal information' as 'information'.

Access to Your Information

If you:

- would like access to any records of personal information that we may have about you; or
- believe that any information that we may have about you is inaccurate or out of date; or
- have a concern about the way in which we have handled your personal information,

please contact our Privacy Officer.

Personal information of third parties

If you supply us with personal information about another person, you should ensure that you are authorised to do so by that person. You also agree to provide that person with, or direct them to, a copy of this Privacy Policy.

How we collect personal information

We collect personal information in a number of ways, including:

- directly from you, for example when you provide your personal information over the telephone, in writing, in face to face meetings or consultations, or via our websites;
- from publicly available sources of information;
- when you submit your resume or application to us for consideration of employment;
- when you register or update an online profile, which may include personal data such as your name and contact details;
- information submitted if you participate in a competition or survey (including online participation);
- any message or comments submitted to us via this website, or where you subscribe to our newsletters or email distribution lists, which may include personal data such as your name, email address and telephone number.

These are merely examples of some of the ways in which your personal information are collected and are not exclusive.

Wherever possible, Springfield Group will take reasonable steps to ensure that your personal information is collected directly from you. If we obtain your personal information from someone other than yourself, we will take reasonable steps to make you aware of our identity, your right to access information that we hold about you, why we collect information, to whom

we disclose information, any law that requires us to collect information and the consequences if all or part of the information that we request is not provided to us.

If you choose not to provide us with certain personal information, we may not be able to provide you with the products or services you require, or the level of service that you expect.

Why we collect your personal information

We collect personal information about you where it is necessary for us to carry on our business. The information that we collect depends upon the nature of our dealings with you.

Without your personal information such as your name, address, and other essential details it is not possible for the Springfield Group to conduct its business. For example if you are purchasing land or a house and land product, your personal details will be required to ensure a contract of sale can be proceeded with.

If it is lawful and practicable to do so, we will endeavour to provide you with the opportunity to deal with us anonymously.

We do not generally collect sensitive information about individuals that is not necessary for us to carry on our business functions. Sensitive information includes information about race, political or religious beliefs, sexual preferences, criminal convictions and health information.

If we do collect sensitive information, we do not share that information for any other purpose or disclose it to any person other than in accordance with the terms of any consent that you provide to us or where we are permitted to do so by the NPP's.

How we use your personal information

We will only use your personal information for the reasons we collected it or for the purposes set out in this Policy. These reasons and the parties to whom we may disclose the information will be reasonably apparent to you when we collect your information and our use and disclosure of that information will only be for our business activities or as required by law. Some examples of the manner in which we may use your personal information include to:

- verify your identity;
- provide the products or services you require;
- administer and manage the products and services we provide (for example, for completing Contracts of Sale, accounting and billing purposes);
- maintain proper records;
- inform you of ways in which the products or services we provide to you can be improved;
- research and develop our products and services, and our service levels; and
- ascertain how we can provide you with better service.

Marketing activities

We may also use your personal information to inform you of other products and services or upcoming events which may be of interest to you.

You have the right to request that we do not provide you with such material or information, and should you not wish to receive it, please indicate this in the opt-out provisions contained in our marketing material, or simply contact our Privacy Officer and advise them accordingly.

You may at any stage, opt to change your mind about receiving such information.

The Springfield Group does not and will not disclose your personal information to any unrelated party outside the Springfield Group for the express purpose of allowing them to direct market their products or services to you, unless we have your consent to do so.

Disclosure of personal information

We may disclose your personal information to:

- related bodies corporate, agents and contractors;
- your authorised representatives and legal advisers (when requested by you to do so);
- government authorities and other organisations, as required or authorised by law;
- organisations who manage our business, including those involved in a transfer or sale of all or part of our assets or business; and
- third party service providers, both inside and outside Australia (including mailing houses, fraud monitoring systems, accounting services and professional advisers).

Where personal information is disclosed to a member of the Springfield Group, we will take reasonable steps to ensure that the recipient treats your personal information in a manner substantially similar to the National Privacy Principles.

Disclosure of personal information within the Springfield Group

Members of the Springfield Group in Australia that have collected personal information are permitted by the Act to disclose that personal information to other members of the Group.

Unless you have instructed us not to do so, personal information may be shared with all members of the Springfield Group and other related companies of the Springfield Group.

Accuracy of your personal information

In order to efficiently conduct our business by providing you with our range of products and services, we need to ensure that your personal information is accurate, up to date and complete.

If you are concerned that information we hold about you is not accurate, complete or up to date, please let us know by contacting our Privacy Officer.

We may from time to time contact you to request that you confirm the personal information we hold is correct.

Data Security

We will take reasonable steps to:

- protect the information from misuse, loss or unauthorised access, modification or disclosure both physically and through computer security methods; and
- destroy or permanently de-identify the information if it is no longer needed for any purpose.

Website Use

When you visit one of our websites, the website may send cookies to your computer. Cookies are used in transactions over the Internet and can be used to monitor the areas of a website that are visited by you. Visitors to a web site who do not wish to receive cookies should select the appropriate settings in their web browser, however this may mean that you are not able to use our websites.

We may collect the following information from visitors to our websites, obtained via cookies:

- remote server address (RDNS);
- date and time of their visit;
- pages accessed;
- documents downloaded;
- previous site visited (HTTP Referrer);
- type of browser used; and
- any other information volunteered by you including web registrations and contact information.

Third party websites linked to our websites are not subject to this Privacy Policy. We take no responsibility for the content or privacy policies of other websites. Before using any third party website, you should review their privacy policies to ensure that you are satisfied with them.

Destruction of Information

All information held by us will be:

- kept for as long as required by law or is prudent having regard to administrative requirements; and
- destroyed or de-identified if it is no longer required for any purpose.

Changes to this Privacy Policy

This Privacy Policy is subject to change at our discretion. The current version of this Privacy Policy will be available at www.greaterspringfield.com.au and will bear the date that the Privacy Policy was most recently updated. We advise you to check the website for any changes to this Privacy Policy.

Enquiries and complaints

Should you have any enquiries about our Privacy Policy or our handling of your information, please contact us at:

Privacy Officer
Springfield Land Corporation
PO Box 4167

SPRINGFIELD QLD 4300
Telephone: (07) 3819 9999
Facsimile: (07) 3819 9900
Email: reception@springfieldland.com.au

You should also contact us if you believe that the privacy of your personal information is not being adequately protected.

If we do not resolve a privacy complaint to your satisfaction, you have the right to contact the Office of the Federal Privacy Commissioner. For further information, you may wish to visit their website at www.privacy.gov.au.

7 Passwords

If Springfield Land Corporation gives you a password for use on the Website, you:

- must not share the password with any other person without first gaining written permission from Springfield Land Corporation;
- are responsible for all use under the password; and
- must notify Springfield Land Corporation immediately if you become aware, or have reasonable grounds to believe, that your password has been compromised.

8 Severability

If any parts of these terms are deemed unlawful, void, or for any reason unenforceable, then that provision may be severed from the terms and it will not affect the validity and enforceability of the remaining provisions.

9 Jurisdiction

If any dispute arises about these terms or how these terms apply, Queensland law will apply.