

First Home Owners Offer (First Place) Terms and Conditions

1. The promoter is a Lendlease group entity described in paragraph 20 of Level 14, Tower 3, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **Promoter**). Contact telephone number of the Promoter is 03 9643 0000.
2. Only persons aged 18 years of age or older who qualify for a first home owner grant and/or first-home buyer/owner duty exemption or concession in the Relevant State (each a **Participant**) are eligible for the incentive described in these terms and conditions (the **Incentive**). The relevant State is the State in which the property for which the Incentive is to apply is located (**Relevant State**).
3. The terms and conditions of the Incentive are governed by the laws of the Relevant State and the Promoter and each Participant irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Relevant State.
4. The following person(s) are ineligible to obtain the Incentive:
 - a. employees of:
 - i. the Promoter; and
 - ii. the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth)) and associated agencies, companies and contractors; or
 - b. members of the **Immediate Family** (as defined below) of the employees referred to in paragraph 4.a.

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.

5. The entitlement to the Incentive commences at 9am on 14 November 2018 and closes at 5pm on 21 December 2018 (AEDT) (the **Incentive Period**). The Promoter may extend the Incentive Period at its sole discretion (the **Extended Incentive Period**). If extended, details of any Extended Incentive Period will be posted on <https://communities.lendlease.com/firstplace>.
6. References in these terms and conditions to the Incentive Period include any Extended Incentive Period, where applicable.
7. Subject to the Participant's strict compliance with these terms and conditions, the Promoter will:

'match a Participant's deposit on the purchase price of a property up to a maximum of 5% of the purchase price when the Participant purchases a property during the Incentive Period.'

This means that:

- i. each Participant will be required to pay a deposit on the purchase price of a property, and
- ii. the Promoter will match the amount of the Participant's deposit up to a maximum of 5% of the purchase price resulting in either of the following occurring (in the discretion of the Promoter):
 - (A) the Promoter providing the Participant with a cheque at or after settlement for the amount of the Incentive; or
 - (B) an adjustment (reduction) of the balance of the purchase price payable by the Participant at settlement shown in the final settlement figures,

in each case in accordance with the terms and conditions of the contract for sale of the property.

For example:

- i. if a Participant pays a deposit equal to 3% of the purchase price, the amount of the Incentive provided by the Promoter will be equal to 3% of the purchase price; and
 - ii. if a Participant pays a deposit equal to 10% of the purchase price, the amount of the Incentive provided by the Promoter will be equal to 5% of the purchase price.
8. The Incentive is only available in respect of select properties which are available for sale in select Lendlease developments (**Eligible Properties**). The selection of Eligible Properties is at the Promoter's sole and absolute discretion.
9. For the Participant to be eligible to receive the Incentive, the following is required:
 - i. each Participant to provide evidence acceptable to the Promoter that the Participant is eligible for a first home owner grant and/or first-home buyer/owner duty exemption or concession in the Relevant State;
 - ii. the Participant must, within the Incentive Period, deliver a signed contract of sale for an Eligible Property in the Promoter's standard form, which includes the terms of the Incentive, and otherwise on terms and conditions acceptable to the Promoter in its absolute discretion;
 - iii. the Promoter, in its absolute discretion, must have elected to accept the Participant's offer to purchase the Eligible Property and must have signed and returned to the Participant, the contract in paragraph 9.ii (a **Contract**);
 - iv. the Participant must effect settlement of the Contract in accordance with its terms by the first settlement date prescribed in the Contract;
 - v. the Participant must not nominate a substitute buyer, transfer, assign or otherwise deal with the Contract or its interest in the Eligible Property before settlement occurs; and
 - vi. each Participant will need to pass the usual finance health check conducted by the Promoter and/or their affiliate, and satisfy any other due diligence requirements of the Promoter, in each case, prior to the Promoter entering into the Contract with the Participant.
10. Each Participant is responsible for ensuring that they qualify for a first home owner grant and/or first-home buyer/owner duty exemption or concession, and the fact of the Promoter requesting information from the Participant confirming eligibility, and/or the Promoter signing the Contract does not relieve the Participant of that responsibility. By signing a Contract, each Participant warrants to the Promoter, both at signing and at settlement, that the Participant is eligible for the relevant first home owner grant and/or first-home buyer/owner duty exemption or concession.
11. The Promoter reserves the right to withdraw the Incentive relating to any property during the Incentive Period, provided that a contract signed by the Promoter has not been returned to the Participant (as contemplated at paragraph 9.iii).
12. The Incentive is personal to the Participant and the Participant may not transfer or otherwise deal with its right to receive the Incentive to any other person.
13. The Promoter will not be obliged to pay the Incentive to the Participant if the Participant does not strictly satisfy the terms and conditions of the Contract. For example, the Participant will not be entitled to receive the Incentive where settlement of the Contract does not occur by the date prescribed in the Contract due to the default of the Participant.
14. This Incentive cannot be used in conjunction with any other incentive or promotion (including any rebate or discount) being offered by the Promoter or the Promoter's related bodies corporate (as that expression is defined in the *Corporations Act 2001* (Cth)).

15. By signing the Contract, the Participant confirms that it is deemed to have accepted these terms and conditions.
16. Failure by the Promoter to enforce any of its rights under these terms and conditions or a Contract does not constitute a waiver of those rights.
17. There is a limit of one Incentive per property purchased by a Participant during the Incentive Period.
18. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (*'Your Consumer Rights'*). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Incentive. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
19. The Promoter is not liable for any loss or damage in connection with any failure to provide the Incentive or to provide the Incentive in accordance with these terms and conditions where such failure is due to:
 - a. the act or omission of a third party; or
 - b. some other cause beyond the Promoter's control, provided that the Promoter took reasonable precautions and exercised due diligence to avoid the failure.
20. Lendlease Communities (Australia) Limited ABN 88 000 966 085 is the Promoter of the Incentive in respect of the Eligible Properties and promotes the Incentive on behalf of itself and each of its related bodies corporate, including those which are a party to a Contract (**Lendlease Party**). The Participant acknowledges that these terms and conditions are entered into by the Promoter for the benefit of itself and each Lendlease Party and that the Promoter may enforce these terms and conditions on behalf of itself, a Lendlease Party or both.

Privacy Collection Statement

Lendlease Communities (Australia) Limited ABN 88 000 966 085 and other companies in Lendlease's development, apartments and communities' businesses collect, hold and handle personal information about the individuals who are interested in our products or services or with whom we have dealings. We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals and which is reasonably necessary for our business activities.

We may collect personal information from individuals through our marketing, sales, business development, operational, human resources, research or other activities and we may disclose personal information to external agents, service providers or consultants to assist in the provision of our products and services.

We have a general policy to collect personal information directly from you where practical. However, in some cases, personal information may be collected from third parties such as real estate agents, government bodies and other Lendlease Group entities.

You may refuse to provide us with your personal information, however, if you do we may be unable to assist or provide you with our products or services or information about them. If you refuse to provide us with the personal information we request from you we will be unable to provide you with the Incentive.

We may disclose your personal information to other Lendlease Group entities and our third-party service providers and consultants, or other entities that assist us in running campaigns or our business more generally. These entities may be located in other countries including the United Kingdom and other countries. Where we transfer your personal information outside of your country, we take steps to ensure that your information is treated securely. You agree that the obligations imposed by privacy laws in other countries may be less stringent than the requirements established by the privacy laws in your country. Further information on how we may collect, store, use and disclose your personal information can be found in our Privacy Policy.

Our Privacy Policy can be found on our website, <https://www.lendlease.com/privacy/> or by requesting a hard copy from us. Our Privacy Policy contains information about how you may obtain access to and

seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer on (02) 9236 6111, or to request a copy of our Privacy Policy please mail Group General Counsel, Lendlease, Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.