

## Alkimos Beach and Alkimos Vista: Rental Reward Incentive - Terms & Conditions

1. The promoter is Lendlease Communities (Australia) Limited ACN 000 966 085 of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000 (**Lendlease** and the **Promoter**). Contact number is 02 9236 6111.
2. Only persons aged 18 years of age or older (**Participant**) are eligible for the Incentive described in these terms and conditions (the **Incentive**).
3. The terms and conditions of this Incentive are governed by the laws of Western Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.
4. The following person(s) are ineligible to enter 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 Families (as defined below) of the employees.

"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 Incentive commences at 9am Monday 16<sup>th</sup> December 2019 and closes 5pm Thursday 30<sup>th</sup> June 2022 (the **Incentive Period**). The Promoter may extend the Incentive Period at its sole discretion (**Extended Incentive Period**). Details of any Extended Incentive Period will be posted on [www.alkimosbeach.com.au](http://www.alkimosbeach.com.au) and [www.alkimosvista.com.au](http://www.alkimosvista.com.au). References in these terms and conditions to the Incentive Period include any Extended Incentive Period, where applicable.
6. The Incentive only applies to land lots at Lendlease's Alkimos Beach and Alkimos Vista Projects where the Promoter's subsidiaries, Lendlease Communities (Alkimos Central) Pty Limited and Lendlease Communities (Alkimos) Pty Limited respectively, are the developers and DevelopmentWA is the vendor (**Applicable Lots**) which remain unsold (and not subject to a contract of sale).
7. To be eligible to enter this Incentive, the Participant must be a tenant currently residing within Alkimos Beach or Alkimos Vista and who does not yet own and has not yet agreed to buy at Lendlease's Alkimos Beach and Alkimos Vista Project.
8. The Promoter will provide the Participant an EFTPOS gift card to the value of \$2,000 (**Incentive**) when the Participant buys a home at Lendlease's Alkimos Beach or Alkimos Vista Project in accordance with these terms and conditions.
9. The Promoter will provide the Incentive to the Participant at or within 30 days after the date of settlement of the Contract, and the Promoter may contact the Participant by phone and email, notifying them that their Incentive is ready for collection. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Incentive once the Incentive has been issued. The Incentive is not transferable for cash or interchangeable for another reward.
10. For the Participant to be eligible to receive the Incentive, each of the following must be satisfied:
  - a. the Participant must, during the Incentive Period, execute and deliver a contract of sale for an Applicable Lot within either Alkimos Beach or Alkimos Vista in the vendor's standard form of contract and on terms and conditions acceptable to the vendor in its absolute discretion;

- b. the Participant must, during the Incentive Period, and prior to execution of the contract of sale for an Applicable Lot, provide to Lendlease confirmation that the Participant wishes to receive the Incentive, together with evidence satisfactory to Lendlease confirming that the Participant is a renter at Lendlease's Alkimos Beach who does not yet own and has not yet agreed to buy a home there (e.g. in the form of tenancy agreement);
  - c. the vendor, in its absolute discretion, accepts the Participant's offer to purchase the Applicable Lot and signs and exchanges during the Incentive Period the contract referred to at paragraph 10.a signed by the Participant (such a contract so executed and exchanged, a **Contract**); and
  - d. the Participant must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.
11. The Promoter reserves the right to withdraw any Applicable Lot from the Incentive during the Incentive Period. Applicable Lots which become subject to a Contract during the Incentive Period will not be eligible for the Incentive, but may be re-listed as Applicable Lots during the Incentive Period at the Promoter's absolute discretion if the sale does not proceed.
  12. The Promoter will not be obliged to provide the Incentive to the Participant if they do not strictly satisfy all of these terms and conditions including, but not limited to, those conditions at paragraph 10. 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, or where settlement is extended beyond the settlement date prescribed in the Contract (where such extension is at the request of, or due to the default of, the Participant).
  13. By signing the Contract in accordance with paragraph 10, the Participant is deemed to have accepted these terms and conditions.
  14. Failure by the vendor to enforce any of the vendor's rights under these terms and conditions or a Contract does not constitute a waiver of those rights.
  15. There is a limit of one Incentive per Applicable Lot. If a Participant purchases more than one Applicable Lot during the Incentive Period, the Participant will be entitled to an Incentive for each Applicable Lot purchased for which they strictly satisfy these terms and conditions and provided that Participant satisfies the criteria in paragraph 10.b at the time when the Participant signs the Contract for the first such Applicable Lot.
  16. The Incentive cannot be used in conjunction with any other campaigns or incentives that are on offer by Lendlease in relation to Lendlease's Alkimos Beach and Alkimos Vista Projects.
  17. 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.
  18. 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.
  19. Personal information you provide to Lendlease Communities (Australia) Limited ACN 000 966 085

may be used for purposes related to the operation of our business including administering the Incentive, providing and improving our products and services and communicating with you on an ongoing basis for market research and/or with information about any products or services we think you may be interested in at Alkimos Beach and Alkimos Vista. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Incentive. We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals which is reasonably necessary for the Incentive or our other business activities. We generally collect personal information directly from individuals through our marketing, sales, business development, operations, human resources, research or other activities. However, in some cases, personal information may be collected from third parties such as real estate agents, government bodies and other Lendlease Group entities. We may disclose your personal information to other Lendlease Group entities, or a third party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can be found in our Privacy Policy. Our Privacy Policy can be found on our website, [www.lendlease.com/privacy/](http://www.lendlease.com/privacy/).

20. 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.