

Alkimos Beach and Alkimos Vista: Customer Referral Promotion - 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 Promoter). Contact number is 02 9236 6111.
2. Only persons aged 18 years of age or older (Participant) are eligible for the Promotion.
3. The terms and conditions of this Promotion 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 Promotion:
 - 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 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 Promotion commences at 9am Monday 27th August 2018 and closes 5pm Friday 30th June 2023 (Promotion Period). The Promoter may extend the Promotion Period at its sole discretion (Extended Promotion Period). Details of any Extended Promotion Period will be posted on www.alkimosbeach.com.au and www.alkimosvista.com.au. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
6. The Promotion 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 which remain unsold and are therefore not subject to a contract of sale (Applicable Lots).
7. To be eligible to enter this Promotion, the referring person (Participant) must be currently living in Alkimos Beach or has purchased and settled on a lot at the Alkimos Beach or Alkimos Vista projects. The Participant may be a referrer in respect of more than one Applicable Lot during the Promotion Period.
8. Subject to the Participant's and New Customer's strict compliance with these terms and conditions, the Promoter will provide both the Participant and the New Customer an EFTPOS gift card to the value of \$500 each (Promotion Reward). The Promoter will contact both the Participant and the New Customer by phone and email, notifying them that their Promotion Reward is ready for collection, within 30 days after the date of settlement of the Contract. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Promotion Rewards once they have been issued. Promotion Rewards are not transferable for cash or interchangeable for another reward.
9. For the Participant and New Customer to both be eligible to receive the Promotion Reward, each of the following must be satisfied:
 - a. The Participant or the New Customer must enter the Promotion by completing and delivering the promotion entry form in the form provided by the Promoter to either the Alkimos Beach Sales & Information Centre (Cnr Graceful Boulevard and Painted Parkway, Alkimos) or the Alkimos Vista Sales & Information Centre (Turnstone Street, Alkimos),.

within the Promotion Period; and

- b. the New Customer referred by the Participant must execute and deliver a contract of sale for an Applicable Lot within either Alkimos Beach or Alkimos Vista during the Promotion Period; and
 - c. the New Customer's offer to purchase the Applicable Lot is accepted by the counterparty and the New Customer signs and exchanges the contract referred to at paragraph 9 (b) during the Promotion Period (such a contract so executed and exchanged, a Contract) prior to settlement of the Contract; and
 - d. the New Customer must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.
10. An eligible New Customer is an individual who is not currently on the Promoter's customer enquiry database for either Alkimos Beach or Alkimos Vista and must not have previously been referred by another person during the Promotion Period to buy the relevant Applicable Lot in either project. A New Customer may only be referred once by one person during the Promotion Period in respect of any Applicable Lot in the Alkimos Beach and Alkimos Vista projects.
 11. The Participant must comply with all relevant privacy laws and regulations and seek the express approval of the New Customer before referring the New Customer details to the Promoter.
 12. The Promoter reserves the right to withdraw any Applicable Lot from the Promotion during the Promotion Period provided that a New Customer has not delivered either a written offer to purchase or an executed contract of sale in respect of the relevant Applicable Lot. Applicable Lots which become subject to a Contract during the Promotion Period will be removed from the Promotion, but may be re-listed as Applicable Lots during the Promotion Period at the Promoter's absolute discretion if the sale does not proceed.
 13. The Promotion Reward is personal each Participant and they may not transfer or otherwise deal with its right to receive the Promotion Reward to any other person.
 14. The Promoter will not be obliged to pay the Promotion Reward to the Participant or New Customer if they do not strictly satisfy all of these terms and conditions including, but not limited to, those conditions at paragraph 9. For example, the Participant and New Customer will not be entitled to receive the Promotion Reward 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 New Customer).
 15. By entering into the Promotion the Participant and New Customer is deemed to have accepted these terms and conditions.
 16. Failure by Lendlease 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 Promotion Reward per Applicable Lot. If a New Customer purchases more than one Applicable Lot during the Promotion Period, the Participant and New Customer will be entitled to a Promotion Reward for each Applicable Lot purchased for which they strictly satisfy these terms and conditions.
 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 Promotion or the Promotion Reward. 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 Promotion Reward or to provide the Promotion Reward 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. Personal information you provide to Lendlease Communities (Australia) Limited ACN 000 966 085 by completing this entry form may be used for purposes related to the operation of our business including administering the relevant Competition/Promotion, advising you and the public if you are the winner, providing and improving our products and services and, unless you opt out on the entry form or by contacting us, 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 Promotion. 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 Promotion 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.communities.lendlease.com 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.