

Incentive Reward Terms & Conditions

1. The promoter is Lendlease Communities (Alkimos) Pty Ltd ACN 145 185 468 with business address at Level 2, 10 Ord Street, West Perth WA 6005 Australia (the **Promoter**). Contact telephone number of the Promoter is 08 6220 2550.
2. Only persons aged 18 years of age or older (each a **Participant**) are eligible for the incentive described in these terms and conditions (the **Incentive**).
3. The terms and conditions of the Incentive are governed by the laws of Western Australia and the Promoter and each Participant irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.
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 take up the Incentive commences at 9am on 20th January 2018 and closes at the earlier of 11.59pm on 1st April 2018 (Perth, WA time) or the sale of all Applicable Lots (as defined below) (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 www.alkimosbeach.com.au.
6. References in these terms and conditions to the Incentive Period include any Extended Incentive Period, where applicable.
7. The Incentive is only available to certain lots chosen at the Promoter's discretion and offered by the Promoter for sale at the Alkimos Beach development and which remain unsold (**Applicable Lots**).
8. The Incentive is applicable to the first 20 Applicable Lots sold during the Incentive Period.
9. Subject to the Participant's strict compliance with these terms and conditions, the Promoter will pay to the Participant's builder \$5,000 for each Applicable Lot purchased by a Participant during the Incentive Period. The Promoter will require the Participant's builder to provide an invoice for \$5,000 to the Promoter, by which the Promoter can pay the \$5,000 Incentive by

way of direct bank transfer directly to the Participant's builder in reduction of the construction cost of the house being constructed for the Participant. The Promoter will pay the Incentive to the Participant's builder within 21 days after 'slab down' which constitutes the pouring of the building pad on the Participant's lot.

10. For the Participant to be eligible to receive the Incentive, the following is required:
 - a. the Participant must within the Incentive Period deliver a signed contract of sale for an Applicable Lot in LandCorp's standard form, and otherwise on terms and conditions acceptable to LandCorp and the Promoter in their absolute discretion;
 - b. LandCorp as the owner of the Applicable Lot, in its absolute discretion must accept the Participant's offer to purchase the Applicable Lot and must sign and return to the Participant the contract in paragraph 10.a (a **Contract**);
 - c. the Participant must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract; and
 - d. the Participant must have commenced building on the Applicable Lot and have completed the pouring of the slab of their dwelling, described as 'slab down' above, on or before 31st December 2018.
11. The Promoter reserves the right to withdraw the Incentive relating to any Applicable Lot during the Incentive Period, provided that a contract signed by LandCorp has not been returned to the Participant (as contemplated at paragraph 10.b). Applicable Lots which become subject to a Contract during the Incentive Period will be removed from the Promotion, but may be re-listed as Applicable Lots during the Period at the Promoter's absolute discretion if the sale does not proceed.
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's builder 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. Participants must pay the purchase price under a Contract in full and must not set off the Incentive against the purchase price under a Contract. The Incentive payable under these terms and conditions will only be paid after settlement of a Contract and cannot be used to pay the purchase price under a Contract.
15. This Promotion cannot be used in conjunction with any other Incentive (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)) in respect of the Alkimos Beach development.

16. By delivering an executed Contract for an Applicable Lot to LandCorp, the Participant confirms that it is deemed to have accepted these terms and conditions.
17. 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.
18. If an Applicable Lot is purchased by more than one person (whether as tenants in common or joint tenants) then the Promoter will only be liable to provide one Incentive for the one Applicable Lot purchased.
19. 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 it strictly satisfies these terms and conditions.
20. 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 Incentive. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
21. 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.

Privacy Collection Statement

Lendlease Communities (Alkimos) Pty Ltd ACN 145 185 468 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, unless it is unreasonable or impracticable to do so. 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.

We may disclose your personal information to other Lendlease Group entities, LandCorp 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 such as Australia, 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, <http://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.