

Promotion (Refer a Friend Promotion)

Terms & Conditions

- 1) The Promoter is Lendlease Communities (Yarrabilba) Pty Limited, ABN [69 103 578 436](https://abn.gov.au/abn/69103578436), Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000. Contact number is 1800 721 856.
- 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 Qld and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Qld.
- 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 on 119 December 2022 and closes at 5pm on 30 June 2024 (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.yarrabilba.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 residential titled lots offered by the Promoter for sale at the Yarrabilba project (Applicable Lots) which remain unsold (and not subject to a contract of sale).
- 7) To be eligible to enter this Promotion, the Participant must be currently living in Yarrabilba or has purchased and settled on a lot at the Yarrabilba project. 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 each of the Participant and New Customer a Visa Gift Card to the value of \$1000 (Promotion Reward). The Promoter will mail the Participant and New Customer the Promotion Reward to the mailing address notified by the Participant and New Customer to the Promoter 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 the New Customer to be eligible to receive the Promotion Reward, each of the following must be satisfied: the Participant must enter the Promotion: by completing and delivering to the Yarrabilba Sales & Information Centre, 50 Expedition Road, Yarrabilba QLD, within the Promotion Period:
 - a) the Promoter's referral nomination form including the details of the New Customer; and
 - b) an acknowledgment by the Referrer and the New Customer that they have read and agree to these terms and conditions (Documents).
- 10) The New Customer must execute and deliver a contract of sale for an Applicable Lot in the vendor's standard form of contract and on terms and conditions acceptable to the Promoter in its absolute discretion during the Promotion Period; and
- 11) The Promoter, in its absolute discretion, accepts the New Customer's offer to purchase the Applicable Lot and signs and exchanges the contract referred to at paragraph 8(b)) signed by the New Customer during the Promotion Period (such a contract so executed and exchanged, a Contract) prior to settlement of the Contract; and c. the New Customer must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.
- 12) An eligible New Customer is an individual who is not currently on the Promoter's customer enquiry database and must not have previously been referred by another person during the Promotion Period to buy the relevant Applicable Lot in Yarrabilba. A New Customer may only be referred once by one person during the Promotion Period in respect of any Applicable Lot in the Yarrabilba project.
- 13) The Referrer must comply with all relevant privacy laws and regulations and seek the express approval of the Prospective Customer before referring the Prospective Customer details to the Promoter.
- 14) 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.
- 15) The Promotion Reward is personal to each of the Participant and the New Customer and they may not transfer or otherwise deal with its right to receive the Promotion Reward to any other person.
- 16) The Promoter will not be obliged to pay the Promotion Reward to the Participant or the New Customer if the Participant or New Customer not strictly satisfy all of these terms and conditions including, but not limited to, those conditions at paragraph 8. For example, the Participant and the 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).
- 17) This Promotion cannot be used in conjunction with any other promotional offer (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 Yarrabilba Development.
- 18) By entering into the Promotion and delivering an executed Contract for an Applicable Lot to the Promoter, that Participant and the New Customer are deemed to have accepted these terms and conditions.
- 19) 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.
- 20) 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 Promotion Reward for the one Applicable Lot purchased.
- 21) There is a limit of one Promotion Reward for each Participant and each New Purchaser 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 it strictly satisfies these terms and conditions.
- 22) 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.
- 23) 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.
- 24) Personal information you provide to Lendlease Communities (Yarrabilba) Pty Limited, ABN [69 103 578 436](https://abn.gov.au/abn/69103578436), 50 Expedition Road, Yarrabilba QLD 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 Yarrabilba. 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 with 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.yarrabilba.com.au 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.