



## TERMS AND CONDITIONS

1. This document contains the terms and conditions under which Lendlease Communities (Yarrabilba) Pty Ltd (**Promoter**) will offer an incentive of \$7000 (**Incentive**) to eligible purchasers of eligible lots who install a solar PV and battery system on the roof of their house at the Lendlease Yarrabilba development (**Promotion**).
2. The Promotion commences at 9am on 1 July 2023 and concludes at 5pm on 31 May 2024 (**Promotion Period**). The Promoter may extend or shorten the Promotion Period at its sole discretion (the **Revised Promotion Period**). Details of any Revised Promotion Period will be posted online on the Promoter's website at <https://communities.lendlease.com/queensland/yarrabilba/live-here/sustainability-and-environment/>. References in these terms and conditions to the Promotion Period includes any Revised Promotion Period, where applicable.
3. This Promotion applies to all lots that are vacant lots or house and land packages within the Lendlease Yarrabilba development (**Eligible Lot**).
4. Only an individual over the age of 18 years may participate (not a company) in this Promotion (**Participant**).
5. The following persons are ineligible for the Promotion:
  - a. employees of the Promoter or the Promoters related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)); and
  - b. members of the Immediate Family of the employees referred to in item (a) above.

**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.
6. The Promotion is available to a Participant who:
  - a. enters into a Lendlease standard Yarrabilba contract for sale (**Sale Contract**) for an Eligible Lot during the Promotion Period;
  - b. completes a registration form available at the Yarrabilba Sales and Information Centre and on the Yarrabilba website (<https://communities.lendlease.com/queensland/yarrabilba/news/reduce-your-cost-of-living-at-yarrabilba/>) The completed registration form must be provided to the Promoter at the Yarrabilba Sales and Information Centre or emailed to [Yarrabilba.solar@lendlease.com](mailto:Yarrabilba.solar@lendlease.com) during the promotion period and prior to installation of the solar PV and battery system.
  - c. settles the Sale Contract strictly in accordance with the terms of the contract;
  - d. pays for and installs a solar PV and battery system on their house on an Eligible Lot within 12 months of settlement of the Sale Contract;
  - e. completes and signs the application form provided by the Promoter and procures that the installer of the solar PV and battery system completes and signs the application form (**Application Form**);
  - f. submits the Application Form to the Promoter along with all required information and additional documentation, including a copy of the proof of purchase of the solar PV system and battery;
  - g. allows the Promoter to visit the house on the Eligible Lot to confirm that the solar PV and battery system has been installed;
  - h. submits to Promoter a Statement by a Supplier Form (reason for not quoting an ABN to an enterprise) so that the Promoter can pay the Participant the Incentive; and
  - i. complies with these terms and conditions.
7. Subject to clause 8 below, if the Participant complies with these terms and conditions, Lendlease will provide the Incentive to the Purchaser by way of bank transfer within 45 days of receipt of the completed application form and all additional documentation required.
8. There is a maximum of 100 Incentives available.

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YARRABILBA

9. If an Eligible Lot is purchased by more than one Participant (whether as tenants in common or joint tenants) then Lendlease will only be liable to provide one Incentive for each of the Eligible Lots purchased.
10. Lendlease accepts no responsibility should the Participant incur any liability, loss or expenses or suffer any injury or damage because of the Promotion, except for any liability that cannot be excluded by law.
11. Lendlease accepts no responsibility for any liability, loss or damage caused by the installer of a solar PV and battery system at an Eligible Lot, or for any liability, loss or damage caused by the installation of the solar PV and battery system at an Eligible Lot.
12. Lendlease does not provide any warranties in relation to the suitability of a solar PV and battery system for an Eligible Lot.
13. Each Participant releases Lendlease and its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) from any liability, loss, expense, injury or damage incurred by the Participant arising from the Promotion and the use of the Incentive, including but not limited to:
  - a. personal injury and property damage; or
  - b. any tax liability incurred by the Participant.
14. Lendlease collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to Australian regulatory authorities. Lendlease may use this information for promotional and marketing purposes, including sending electronic messages or telephoning the Participants.
15. A purchaser can purchase multiple Eligible Lots providing they comply with the terms and conditions.
16. The Promoter will not be obliged to provide the Promotion Reward to the Participant if the Participant does not strictly satisfy all of these terms and conditions including, but not limited to, those conditions at clause 6 above.
17. This Promotion cannot be used in conjunction with any other discount or promotional offer being run by Lendlease or its Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)).
18. By submitting an application form to the Promoter, the Participant is deemed to accept these terms and conditions.
19. The terms and conditions of the Promotion are governed by the laws of Queensland. Each Participant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland.
20. If a Contract of Sale for an Eligible Lot has not been entered into, the Promoter reserves the right to cancel this Promotion at any time during the Promotional Period in relation to the unsold Eligible Lots.
21. 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.
22. 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:
  - i. the act or omission of a third party; or
  - ii. some other cause beyond the Promoter's control, provided that the Promoter took reasonable precautions and exercised due diligence to avoid the failure.