

4.8.1 Promotion (Purchase Price Rebate) Terms & Conditions

1. The Promoter is Maryland Development Company Pty Ltd, ABN 45 069 368 896, Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000. Contact number is 1800 086 656.
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 NSW and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of NSW.
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 referred to at paragraph 2(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 Promotion commences at 10am on 3rd March 2018 and closes at the earlier of 5pm on 31st March 2018 or the sale of all Applicable Lots (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.jordansprings.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 the following unregistered lots offered by the Promoter for sale at Jordan Springs East Stage 1W and Stage 2W [Applicable Lots], which remain unsold (and not subject to a contract of sale).
7. Subject to the Participant's strict compliance with these terms and conditions, the Promoter will pay a purchase price rebate of \$20,000 for each Applicable Lot purchased by a Participant during the Promotion Period (Promotion Reward). The Promoter will provide the Participant with the Promotion Reward by way of rebate payable to the purchaser(s) identified on the Contract (as that term is defined at paragraph 6 below) and calculated at the time of settlement.
8. For the Participant to be eligible to receive the Promotion Reward, each of the following must be satisfied:
 - a) the Participant must enter the Promotion: I. within the Promotion Period;
 - b) Participant 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
 - c) the Promoter, in its absolute discretion, accepts the Participant's offer to purchase the Applicable Lot and signs and exchanges the contract referred to at paragraph 7(a) signed by the Participant

during the Promotion Period (such a contract so executed and exchanged, a Contract) prior to settlement of the Contract; and

d) the Participant must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.

9. The Promoter reserves the right to withdraw any Applicable Lot from the Promotion during the Promotion Period provided that a Participant has not delivered either a written offer to purchase or an executed contract of sale (as contemplated at paragraph 6(b)) 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.

10. The Promotion Reward is personal to the Participant and the purchaser may not transfer or otherwise deal with its right to receive the Promotion Reward to any other person.

11. The Promoter will not be obliged to pay 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 paragraph 8. For example, the Participant 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 Participant).

12. Participants must pay the purchase price under a Contract in full and must not set off the Promotion Reward against the purchase price under a Contract. The Promotion Reward payable under these terms and conditions will only be paid as a rebate, after settlement of a Contract and cannot be used to pay the purchase price under a Contract.

13. 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 Jordan Springs.

14. By entering into the Promotion and delivering an executed Contract for an Applicable Lot to the Promoter, the Participant is deemed to have accepted these terms and conditions.

15. 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.

16. 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.

17. There is a limit of one Promotion Reward per Applicable Lot. If a Participant purchases more than one Applicable Lot during the Promotion Period, the Participant will be entitled to a Promotion Reward for each Applicable Lot purchased for which it strictly satisfies 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.

Privacy Collection Statement

Personal information you provide to Maryland Development Company Pty Ltd, ABN 45 069 368 896, by completing this entry form (or otherwise providing your details) 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 Jordan Springs. 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 Competition/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 Competition/Promotion or our other business activities. We are required or authorised to collect your personal information under laws such as the Gambling Regulation Act 2003 (Vic), Lotteries and Art Unions Act 1901 (NSW), Lotteries Act 1964 (ACT), Lottery and Gaming Act 1936 (SA), and Gaming Act 2015 (NT) and other relevant laws regulations.

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, <https://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.