

Bingara Gorge Stamp Duty Promotion Terms and Conditions

1. The **Promoter** is Lendlease Communities (Wilton) Pty Ltd (ABN 31 110 022 976) Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW, Sydney 2000. Contact number is 1800 657 155.
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 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 Promotion commences at 9am on 18 December 2019 and closes at the earlier of (1) 5pm on 29 February 2020 or; (2) the sale of all Applicable Lots (as defined below) (**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.bingaragorge.com.au. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
6. The Promotion is available on 10 lots however the Promoter may, in its absolute discretion, reduce the number of Applicable Lots or make the Promotion available to additional Applicable Lots.
7. Subject to the Participant's strict compliance with these terms and conditions, the Promoter will provide a rebate equivalent to the amount of stamp duty paid by the Participant on an Applicable Lot purchased by the Participant during the Promotion Period (**Stamp Duty Rebate Amount**). The Stamp Duty Rebate Amount will be provided in the form of an adjustment in favour of the Participant on the settlement statement for the Contract.
8. For the Participant to be eligible to receive the Stamp Duty Rebate Amount, each of the following must be satisfied:
 - a) The 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
 - b) 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 9(a) signed by the Participant during the Promotion Period (such a contract so executed and exchanged, a Contract) prior to settlement of the Contract;
 - c) the Participant must pay the stamp duty and, prior to settlement of the Contract, must provide written evidence to the satisfaction of the Promoter of such payment having been made; and
 - c) 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 9(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 Participant may not transfer or otherwise deal with its right to receive the Stamp Duty Rebate Amount to any other person.
11. The Promoter will not be obliged to provide the Stamp Duty Rebate Amount to the Participant if the Participant does not strictly satisfy all of the terms and conditions of the Contract. For example, the Participant will not be entitled to receive the Stamp Duty Rebate Amount where settlement of the Contract does not occur or where settlement is extended beyond the settlement date specified in the Contract (where such extension is at the request of, or due to the default of, the Participant).
12. 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 Bingara Gorge and is not transferable for cash.
13. By delivering an executed Contract for an Applicable Lot to the Promoter, the Participant is deemed to have accepted these terms and conditions.
14. 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.
15. 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 Stamp Duty Rebate Amount for the one Applicable Lot purchased.
16. There is a limit of one Stamp Duty Rebate Amount per Applicable Lot. If a Participant purchases more than one Applicable Lot during the Promotion Period, the Participant will be entitled to a Stamp Duty Rebate Amount for each Applicable Lot purchased for which it strictly satisfies these terms and conditions.
17. 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 Stamp Duty Rebate Amount. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
18. The Promoter is not liable for any loss or damage in connection with any failure to provide the Stamp Duty Rebate Amount or to provide the Stamp Duty Rebate Amount 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.
19. The Promotion may be withdrawn at the Promoter's discretion and these terms and conditions may be amended by the Promoter at any time during the Promotion Period.

Privacy Collection Statement

Lendlease Communities (Wilton) Pty Limited (ABN 31 110 022 976) 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 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.