

Schedule 1

List of Lots

Jordan Springs East - Stages 1 & 2 Nominated Lots for Promotion

Lot No.	Lot No.	Lot No.	Lot No.
1220	1105	1334	2014
1221	1106	1336	2113
1222	1107	1335	2114
1041	1128	1137	2107
1040	1130	1141	2135
1042	1219	1135	2137
1092	1217	1124	2136
1044	1152	1109	2139
1311	1154	1108	2140
1313	1155	1110	1021
1231	1151	1169	1022
1232	1153	1100	1027
1233	1218	1127	1018
1043	1216	1170	1272
1090	1296	1172	1186
1091	1242	1171	1279
1312	1179	1097	1086
1323	1256	1282	1078
1324	1343	1281	1278
1325	1077	1280	1136
1024	1013	1059	2062
1026	1102	1189	2100
1023	1143	1187	2099
1028	1087	1188	2064
1025	1163	1235	2125
1146	1164	1190	2098
1148	1239	1234	2128
1037	1255	1238	2126
1038	1209	1332	2127
1147	1210	1333	1291
1149	1241	1236	1330
1150	1240	1237	2030
1017	1225	1271	1293
1019	1054	1198	1212
1269	1056	1197	1074
1020	1273	1196	1081
1268	1305	1063	1073
1016	1378	1194	1227
1270	1294	1195	1321
1062	2097	1061	1229
1060	2063		

Schedule 2

Terms and Conditions

Land and Home Package

The Harvey Norman Spring Promotion

Competition Terms and Conditions Schedule

1: Name of promotion	The Harvey Norman Spring Promotion
2: Promoter Name & ABN	Maryland Development Company Pty Ltd ACN 069 368 896 Level 14, Tower Three, International Towers Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000
3: State or Territory	NSW
4: Start and Close Date & Time	<p>Start Date: 9am on 29th September 2016</p> <p>Closing Date: Building contract must be exchanged between the period 29th September and 24th December 2016, with a copy of contract to be provided to Lendlease by 24th December 2016. Land contract to be exchanged between the period 29th September and 5pm on 12th January 2017</p>
5: Details of Promotion	<p>The Promotion will be offered to eligible purchasers of a Lot who enter into a House and Land Package offered by nominated partner builders within a Lot (as set out in the schedule to these terms and conditions) in stages 1 & 2 of Jordan Springs East during the Promotion Period.</p> <p>The eligible purchaser must settle the House and Land Package in accordance with the terms of the relevant House and Land Package contracts in order to be eligible to receive the Voucher.</p> <p>The Voucher will be provided by the Promoter to the eligible purchaser within a</p>

	<p>reasonable period of settlement of the Lot.</p> <p>For the purposes of this Promotion, the following defined terms will apply:</p> <p>Builder means each of:</p> <ul style="list-style-type: none"> • Eden Brae; • Jandson; • Bell River; • Clarendon; • Masterton; • Resmark; • Ancon; • Elderton; • Rawson; • Meridian; and • Allcastle. <p>House and Land Package means, in respect of a Lot, the entry by a purchaser into a separate:</p> <p>(a) contract for sale of land with the Promoter under which settlement will occur following subdivision of the relevant Lot; and</p> <p>(b) building contract entered into by a purchaser and a Builder in respect of the construction of a dwelling on the Lot.</p> <p>Lot means each of the lots set out in the list contained in the schedule to these terms and conditions, each of which are lots within stages 1 or 2 of the Project.</p> <p>Project means the residential development project known as the 'Jordan Springs East' development being undertaken by the Promoter, located at Lakeside Parade, Jordan Springs NSW 2747.</p> <p>Promotion Period means the time commencing and ending as set out in item 4 of these terms and conditions.</p> <p>Voucher means a \$15,000 Harvey Norman gift voucher to be provided to an eligible purchaser in accordance with these terms and conditions.</p>
<p>6: Voucher Details</p>	<p>House & Land Package</p> <p>The Voucher will be a \$15,000 gift card voucher with Harvey Norman.</p> <p>Details on how to redeem the Voucher with Harvey Norman will be provided by the Promoter at the time of providing the Voucher.</p> <p>The Voucher will be non-transferrable and not redeemable for cash.</p> <p>The Voucher will be able to be redeemed for a period of 24 months from the date of issue by Harvey Norman.</p> <p>The eligible purchaser must comply with any Harvey Norman terms and conditions that apply to the Voucher, including those set out below.</p>

GIFT CARDS TERMS OF USE

1. Each enterprise carrying on business at each Harvey Norman, Domayne and Joyce Mayne complex, under a name or style including the words "Harvey Norman", "Domayne" or "Joyce Mayne" is operated by an independent franchisee (Franchisee) pursuant to a franchise granted by a subsidiary of Harvey Norman Holdings Limited ACN 003 237 545.
2. Gift Cards are issued by Derni Pty Ltd ACN 002 263 872 (Issuer) and are redeemable for goods and/or services from any Franchisee in Australia.
3. Persons agree to these Terms at the time of purchase of a Gift Card or where persons redeem or attempt to redeem a Gift Card with a Franchisee.
4. Gift Cards hold no value unless activated in the Issuer's gift card system (System). After activation, gift card holders are responsible for the use and safety of the Gift Card.
5. Gift Cards expire 24 months from date of issue and are not reissued on expiry. Any balance remaining on a Gift Card will not be redeemable after expiry.
6. On presentation of a Gift Card to a Franchisee, the Issuer will procure the Franchisee to provide credit up to the value or balance of the Gift Card as identified on the System, against the purchase price due to the Franchisee. If the purchase price exceeds the value or balance of the Gift Card, the gift card holder must pay the difference using another payment method. No change will be given and any balance of the Gift Card may only be used in whole or part against future purchases.
7. Gift Card balance, transaction history and expiry date may be verified by any Franchisee, and the System will be conclusive evidence of these details.
8. The Gift Card:
 - (a) may not be used for purchases made online (including from Harvey Norman, Domayne or Joyce Mayne Online, Harvey Norman PhotoCentre Online, Domayne PhotoStation Online, Joyce Mayne Express Photos Online or PrintShop by Harvey Norman), by email, phone or fax, to pay a store or credit account or to purchase goods or services that a Franchisee is not permitted to supply to a person by law;
 - (b) will be void once the value or balance of the Gift Card has been fully redeemed;
 - (c) must be presented in unaltered form and without any fraudulent use;
 - (d) does not allow for cash advances and is not redeemable for cash;
 - (e) cannot be exchanged for a different brand, denomination or type of Gift Card or another tender, cash or discount;
 - (f) is issued without alteration and will be immediately void if altered or defaced;
 - (g) must be treated as cash as it will not be reissued, refunded or honoured if lost or stolen;
 - (h) will not be reissued, refunded or honoured if found to be faulty or damaged unless the Gift Card is proven to be faulty or damaged due to the fault of the Issuer or a Franchisee;
 - (i) will not be redeemable if presented to a Franchisee by a person other than the person whose name the Gift Card has been activated in (original bearer) and where that person is unable to verify to the reasonable satisfaction of the Franchisee that they are authorised to redeem the Gift Card on behalf of the original bearer;
 - (j) cannot be reloaded; and
 - (k) at all times, remains the property of the Issuer, and must not be resold or revalued by a party.
9. Gift Card bearers may be required to provide satisfactory proof of identity.
10. Your personal information may be collected by the Issuer or a Franchisee when you activate a gift card, for the purpose of identification. The Privacy Act 1988 (Cth) and Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) imposes obligations on the Issuer and Franchisees in relation to the collection, security, quality, access, use and disclosure of personal information. These obligations are detailed in the Australia Privacy Principles (APPS). Under the APPS, the Issuer and Franchisees are only permitted to collect personal information if it is reasonably necessary for, or directly related to, one or more of their functions or activities. A Franchisee's Privacy Policy is available from a relevant Franchisee or for a copy of Derni's Privacy Policy, by calling 02 9201 6111. Persons subject to these Terms consent to the use of the personal information in accordance with the Privacy Policy unless they advise the Privacy Officer otherwise.
11. The Issuer reserves the right to amend these Terms at any time without notice and the version date will be shown at bottom of these Terms.
12. To the extent permitted by law, the Issuer, the Franchisees and their related entities are not liable to any person for any loss or damage (including direct or consequential loss), nor will they be in default of these Terms for failure to observe or perform any of their obligations under these Terms, for any reason or cause, which could not, with reasonable diligence, be controlled or prevented.
13. These Terms are governed by and construed in accordance with the laws of New South Wales, Australia and the non-exclusive jurisdiction of the courts of New South Wales will apply where there is any dispute.
14. Any complaints or enquiries about any goods or services purchased with a Gift Card may be resolved with the Franchisee where the goods or services were purchased.

	<p>PRIVACY NOTIFICATION – GIFT CARDS</p> <ol style="list-style-type: none"> 1. Your personal information is being collected by Derni Pty Limited A.C.N. 002 263 872 (referred to in this document as "Derni", "we", "our" or "us"). 2. The <i>Privacy Act 1988</i> (Cth) and <i>Privacy Amendment (Enhancing Privacy Protection) Act 2012</i> (Cth) (the "Privacy Act") imposes obligations on Derni in relation to the collection, security, quality, access, use and disclosure of Personal Information. These obligations are detailed in the Australian Privacy Principles ("APPs"). 3. Under the APPs, we are only permitted to collect personal information if it is reasonably necessary for, or directly related to, one or more of our functions or activities. 4. Where you receive a Harvey Norman, Domayne or Joyce Mayne gift card issued by us, Derni may collect certain personal information from you. 5. We will use your personal information collected through this function for the following purposes: <ol style="list-style-type: none"> (a) to process orders for gift cards; and (b) to identify you when you contact us to activate your gift card. <p>(collectively, the "Purposes").</p> 6. We may disclose your personal information to third parties to fulfil one or more of the Purposes. The third parties who we are likely to disclose your personal information to fulfil one or more of the Purposes include Yoogalu Pty Limited (located in Australia), a related body corporate of us. 7. If we are unable to collect your personal information, then we will be unable to fulfil one or more of the Purposes. 8. Our aim is to handle your personal information in accordance with our obligations under the Privacy Act. 9. If you require further information on the Privacy Act or in relation to the way we collect, handle, store and disclose your personal information, please refer to the Derni Privacy Policy, which can be provided to you on request to Derni ("Privacy Policy"). 10. Our Privacy Policy also contains details about how you may access personal information about you that is held by Derni, and seek the correction of such information. Our Privacy Policy also explains how you may complain about a breach of the Privacy Act and how we will deal with such a complaint. 11. If you have any questions or queries in relation to the collection of your personal information, you can contact our Privacy Officer on: <p style="margin-left: 40px;"><i>Postal address: A1 Richmond Road Homebush West NSW 2140</i> <i>E-mail address: HNPPrivacy.Officer@au.harveynorman.com</i> <i>Phone: 02 9763-6891</i></p> <p style="text-align: right; font-size: small;">PP Derni AAP 5 Notification Version 1.0 July 2014</p>
<p>7: Additional conditions</p>	<ol style="list-style-type: none"> 1. Eligible purchasers must be 18 years of age or over. 2. If an eligible purchaser consists of more than one person (whether as tenants in common or joint tenants) then the Promoter will only be liable to provide one Voucher to the person nominated in writing by all the

	<p>participants making up the eligible purchaser.</p> <ol style="list-style-type: none"> 3. The Voucher is not transferable for cash or interchangeable for another reward. 4. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion at any time without notice. 5. The Promoter accepts no responsibility should injury or accident occur as a result of the Promotion. Except for any liability that cannot be excluded by law, each eligible purchaser releases the Promoter and its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)) from any loss or damage incurred by the eligible purchaser arising from the Promotion and the use of the Voucher, including but not limited to: <ol style="list-style-type: none"> a. personal injury and property damage; b. any tax liability incurred by the eligible purchaser; c. the failure by the issuer to honour the Voucher; or d. the terms and conditions under which a Voucher is issued. 6. Builders, employees of the Promoter and its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)) and their immediate families, are ineligible to participate in this Promotion. 7. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to Australian regulatory authorities. Registration is conditional on providing this information. The Promoter may use this information for promotional and marketing, including sending electronic messages or telephoning the eligible purchaser. 8. There is a limit of one Voucher per Lot. 9. This Promotion cannot be used in conjunction with any other offer being run by the Promoter or its Related Bodies Corporate (as defined in the Corporations Act 2001 (Cth)). 10. If there is any disagreement about the interpretation of the terms and conditions or how the Voucher is implemented, the Promoter's decision will be final and binding on the parties.
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