

**Lendlease \$1,000 Deposit Promotion
Terms and Conditions - Elliot Springs**

1. The promoter is the Lendlease group company described in clause 19 below with registered address at Elliot Springs 53 Kariboe Way Julago, QLD 4816 and contact number 1800 881 091 (the **Promoter**).
2. Only persons aged 18 years of age or older who enter into a contract for sale with a Lendlease entity to purchase a lot within a Lendlease community identified in clause 19 below in accordance with these terms and conditions (the **Participant**) are eligible to participate in the promotion described in these terms and conditions (the **Promotion**).
3. The terms and conditions of the Promotion are governed by the laws of the State or Territory identified in clause 19 below in respect of the applicable Lendlease community. Each Participant irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State or Territory.
4. The following person(s) are ineligible to obtain the Promotion Reward:
 - (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 Family (as defined below) of the employees referred to in 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.
 - (c) any persons with a current contract of sale, who wish to transfer their purchase to another lot within the Promotion Period;
 - (d) any persons who are referred to the Promoter by channel agents.
5. The Promotion commences at 9am on 1 July 2023 (AEDT) and closes at 5pm on 31 December 2023 (AEST) (the **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 relevant Promoter's website at www.communities.lendlease.com/queensland/elliott-springs/. References in these terms and conditions to the Promotion Period includes any Revised Promotion Period, where applicable.
6. The Promotion applies only to vacant lots offered for sale by the Promoter that have been released to market via the Lendlease project sales team within the communities identified in clause 19 below and which:
 - (a) remain unsold and not subject to a contract for sale; and
 - (b) are not sold as a part of a "house and land package", whereby there is a single contract for the purchase of both the land and a dwelling or the construction of a dwelling on that land,(the **Applicable Lots**).

For the avoidance of any doubt, where a Participant enters into two separate land and building contracts in relation to an Applicable Lot, the Promotion Reward only applies to the contract for the sale of land.
7. Subject to the Participant's compliance with these terms and conditions, the Promoter will accept a deposit in the amount of:
 - (a) A\$1,000 for any Applicable Lot within the Elliot Springs community,

purchased by the Participant during the Promotion Period (the **Promotion Reward**).

8. The balance of the purchase price for each Applicable Lot will be payable by the Participant in accordance with the contract for sale entered into by the Participant in relation to that lot.
9. For the Participant to be eligible to receive the Promotion Reward, each of the following must be satisfied:
 - (a) the Participant must deliver a validly executed contract for sale for purchase of an Applicable Lot to the Promoter in the Promoter's standard form contract and otherwise on terms and conditions acceptable to the Vendor in its absolute discretion (the **Contract**); and
 - (b) the Vendor, in its absolute discretion, accepts the Participant's offer to purchase the Applicable Lot and signs and exchanges the Contract referred to in paragraph 9(a) above.

In this clause 9, **Vendor** means the entity that is identified as the vendor in the contract for sale of the Applicable Lot and may or may not be the same entity as the Promoter.

10. The Promoter reserves the right to withdraw any Applicable Lot from the Promotion during the Promotion Period provided that a Participant has not delivered an executed contract of sale (as contemplated at paragraph 9(a) above) in respect of the relevant Applicable Lot. Applicable Lots that become subject to a contract for sale 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.
11. The Promotion Reward is personal to the Participant and the Participant may not transfer or otherwise deal with their right to receive the Promotion Reward to any other person.
12. 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 9 above.
13. By delivering an executed contract to purchase an Applicable Lot to the Promoter with a deposit price of A\$1,000 in accordance with clauses 7 and 9 above, 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. There is a limit of one Promotion Reward per Applicable Lot. 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 each Applicable Lot purchased.
16. If a Participant purchases more than one Applicable Lot during the Promotion Period, the Participant will be entitled to a Promotion Reward for a maximum of five (5) Applicable Lots for which it strictly satisfies these terms and conditions, unless the Promoter gives its written approval for more than five (5) Applicable Lots to be purchased by the Participant, such approval to be granted or withheld in the Promoter's absolute discretion.
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 Promotion Reward.
18. 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.

19. This Promotion is available for the purchase of Applicable Lots at the following Lendlease community:

Community	Promoter	ABN	Clause 3 – Governing State or Territory
Elliot Springs	Lendlease Communities (Townsville) Pty Limited	80 072 714 688	Queensland