

Alkimos FY20 Summer Campaign Terms and Conditions

1. The promoter is a Lendlease group company described in paragraph 20 with business address at Podium Level, Central Park, 152-158 St George's Terrace, Perth WA 6000 Australia (the **Promoter**). Contact telephone number of the Promoter is (08) 6458 4400.
2. Only persons aged 18 years of age or older (each a **Participant**) are eligible for the incentive described in paragraph 8 of these terms and conditions (the **Incentive**).
3. The terms and conditions of the Incentive are governed by the laws of Western Australia and the Promoter and each Participant irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Western Australia.
4. The following person(s) are ineligible to obtain the Incentive:
 - 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.
5. The entitlement to take up the Incentive commences at 9am on 20 January 2020 and closes at the earlier of 11.59pm on 31 March 2020 (Perth, WA time) or the sale of all Applicable Lots (as defined below) (the **Incentive Period**). The Promoter may extend the Incentive Period at its sole discretion (the **Extended Incentive Period**). If extended, details of any Extended Incentive Period will be posted on www.alkimosbeach.com.au.
6. References in these terms and conditions to the Incentive Period include any Extended Incentive Period, where applicable.
7. The Incentive is available in respect of:
 - a. 10 lots within the Alkimos Vista development; and
 - b. 9 lots within the Alkimos Beach development (excluding Stage 10A),where any such lot is offered by the Promoter for sale and which remains unsold (**Applicable Lots**).
8. Subject to the Participant's strict compliance with these terms and conditions, the Participant will be entitled to elect at the time of signing of the Contract (as defined in paragraph 9.b below) to receive either:

- a. a \$10,000 discount to the list sale price for Applicable Lot, so that the contract price will be the list sale price less the \$10,000 discount; or
 - b. a \$10,000 contribution to the construction cost of the house as follows: the Promoter will require the Participant's builder to provide an invoice for \$10,000 to the Promoter, by which the Promoter can pay the \$10,000 by way of direct bank transfer directly to the Participant's builder in reduction of the construction cost of the house being constructed for the Participant. The Promoter will pay the Incentive to the Participant's builder within 21 days after 'slab down' which constitutes the pouring of the building pad on the Participant's lot.
9. For the Participant to be eligible to receive the Incentive, the following is required:
 - a. the Participant must within the Incentive Period deliver a signed contract of sale for an Applicable Lot in the vendor's (i.e. DevelopmentWA's) standard form, and otherwise on terms and conditions acceptable to DevelopmentWA and the Promoter in their absolute discretion;
 - b. DevelopmentWA as the owner of the Applicable Lot, in its absolute discretion must accept the Participant's offer to purchase the Applicable Lot and must sign and return to the Participant the contract in paragraph 9.a (a **Contract**);
 - c. the Participant must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract, and in any case not later than 30 June 2020; and
 - d. where the Participant elects to take the Incentive as a \$10,000 contribution to the construction cost of the house, the Participant must have commenced building on the Applicable Lot and have completed the pouring of the slab of their dwelling, described as 'slab down' above, within 12 months from the execution date in the Contract.
10. The Promoter reserves the right to withdraw the Incentive relating to any Applicable Lot during the Incentive Period, provided that a contract signed by DevelopmentWA has not been returned to the Participant (as contemplated at paragraph 9.b). Applicable Lots which become subject to a Contract during the Incentive Period will be removed from the Promotion but may be re-listed as Applicable Lots during the Incentive Period at the Promoter's absolute discretion if the sale does not proceed.
11. The Incentive is personal to the Participant and the Participant may not transfer or otherwise deal with its right to receive the Incentive to any other person.
12. The vendor will not be obliged to pay the Incentive if the Participant does not strictly satisfy the terms and conditions of the Contract.
13. This Promotion cannot be used together with any other promotion (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 the Alkimos Beach and Alkimos Vista developments.

14. By delivering an executed Contract for an Applicable Lot to DevelopmentWA, the Participant confirms that it 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 Incentive for the one Applicable Lot purchased.
17. There is a limit of one Incentive per Applicable Lot. If a Participant purchases more than one Applicable Lot during the Incentive Period, the Participant will be entitled to an Incentive 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 Incentive. 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 Incentive or to provide the Incentive 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.
20. The Promoter is:
 - a. Lendlease Communities (Alkimos) Pty Ltd ACN 145 185 468 with respect to the Applicable Lots at the Alkimos Beach development; and
 - b. Lendlease Communities (Alkimos Central) Pty Ltd ACN 611 187 083 with respect to the Applicable Lots at the Alkimos Vista development,

and reference to the "Promoter" in these terms and conditions must be construed accordingly.

Privacy Collection Statement

Lendlease Communities (Alkimos) Pty Ltd ACN 145 185 468, Lendlease Communities (Alkimos Central) Pty Ltd ACN 611 187 083 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, DevelopmentWA 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.