Refer a Friend Promotion Terms and Conditions

SCHEDULE	
Promotion	Refer a Friend – Victoria – July 2022
Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000 (or a Related Entity)
Participants	The following two groups of participants are permitted to participate in this Promotion: (a) Referring Participants; and (b) Referred Participants.
Participation – general	Each participant (regardless of whether such participant is a Referring Participant or a Referred Participant) is eligible to participate as: (a) a single person participant; (b) a multiple person participant; or (c) an entity participant.
Participation – residency restriction	For single person participants, participation in the Promotion is only available to residents of Australia.
Participation – age restriction	For single person participants, participation in the Promotion is only available to persons over 18 years of age
Promotional Period	9:00AM AEST on 18 July 2022 to the earlier of: (a) 5:00 PM AEST on 31 August 2022; and (b) the time and date on which contracts of sale have been entered into for all the residential lots within the Qualifying Land.
How to participate for Referring Participants	To participate in the Promotion, each Referring Participant: (a) must, either: (i) as at the commencement of the Promotional Period: (A) be the owner of; or (B) have exchanged a contract of sale and paid the full deposit amount required under such contract of sale, a lot or lots within the Promoter's residential community; or (ii) during the Promotion Period, exchange a contract of sale and pay the full deposit amount required under such contract for sale on a lot or lots within the Promoter's residential community; and (b) must, during the Promotional Period, refer a new customer to the Promoter by completing and signing the Promoter's referral form (which can be obtained from https://www.stockland.com.au/~/media/residential/vic/refer-a-friend/RAF-flyer-extension.ashx) and handing it to the Referred Participant; and (c) acknowledges and agrees that the Referred Participant must comply with the relevant 'How to Participate' section of the Schedule; and

	(d) who has exchanged but not completed a contract for sale, must: (A) comply with the terms of such contract of sale at all times and without default; (B) complete such contract of sale in accordance with its terms; and (C) not extend or delay, or attempt to extend or delay, settlement of such contract of sale.
How to participate for Referred Participants	To participate in the Promotion, each Referred Participant must: (a) not be an existing Stockland customer (previous or current resident or on our existing database) (b) during the Promotional Period:
	(i) complete and sign the Promoter's Referral Form, after receiving such Referral Form from the Referring Participant; (ii) deliver the completed and signed Referral Form to the Promoter in person at the relevant community's Sales Centre or by email to the relevant community's email address ; (iii) enter into a contract of sale for a residential lot within the Qualifying Land; and (iv) pay the full deposit required under such contract of sale; (c) comply with the terms of such contract of sale at all times and without default; (d) complete such contract of sale in accordance with its terms; and (e) not extend or delay, or attempt to extend or delay, settlement of such contract of sale. **For clarity, the signed Referral Form must be provided to the Promoter before the Referred Participant enters into a contract for sale.**

Qualifying Land	All residential lots available for purchase during the Promotional Period at any active Stockland residential community, within Victoria. Qualifying Land may include vacant land. For the Promoter's Vacant Land Terms and Conditions, visit https://www.stockland.com.au/product-terms-and-conditions/vacant-land-terms-and-conditions Qualifying Land may include house and land packages. For the Promoter's House and Land Package Terms and Conditions, visit https://www.stockland.com.au/product-terms-and-conditions/house-and-land-package-terms-and-conditions Qualifying Land may include completed residential products. For the Promoter's Completed Product Terms and Conditions, visit https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions Qualifying Land is only available until sold.
Incentive(s)	A Visa gift card to the value of $3,000 (including GST). The gift card supplier's terms and conditions can be viewed at https://universalgiftcard.com.au. The gift card expires on the date that is 12 months from the date of issue. The gift card cannot be used in certain retail outlets. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the gift card, or for any card faults or defects or if the Buyer is unable to use the gift card for any reason including if the gift card is damaged or lost. Each participant is responsible for informing their lender (if any) about the gift card.

Are there limitations on Incentives?	The Incentive will be issued on the later of: (a) completion of the Referring Participant's contract for sale (if applicable); and (b) completion of the Referred Participant's contract for sale, subject to both the Referring Participant and the Referred Participant complying with these terms and conditions. There is only one Incentive available for each Referred Participant regardless of how may lots they purchase (i.e. if a Referred Participant concurrently purchases multiple lots within the Qualifying Land, the Referred Participant will only receive one Incentive). A Referring Participant is permitted to receive multiple Incentives during the Promotional Period subject to both the Referring Participant and the Referred Participant complying with these terms and conditions. There is only one Incentive available for each Referring Participant regardless of how may lots the Referred Participant purchases (i.e. if a Referred Participant concurrently purchases multiple lots within the Qualifying Land, the Referring Participant will only receive one Incentive). Where a participant is a multiple person participant, (that is, where more than one person is noted as the buyer or purchaser on the relevant contract of sale), then the Incentive will be offered jointly to all such persons. Participants who: (a) as at the start of the Promotional Period, have an accepted or exchanged contract of sale for a residential lot within a Stockland residential community participating in the Promotion; and (b) during the Promotional Period, cancel or terminate such contract of sale, are not eligible to receive an Incentive. In the event a participant, assigns its rights under the contract of sale or nominates a new purchaser to complete (settle) the contract of sale, the participant will not be eligible to receive the incentive.
Collection of Incentives	Each participant (referrer and referred) will receive their incentive by mail through Australia Post to the mailing address provide to Stockland within one (1) month of the date on which the incentive is allocated to the participant post settlement.

Participants should pay particular attention to:

- **any unusual or onerous restrictions on the method of participation, if any (see the "How to participate" section of the Schedule and Part D of these terms and conditions); and**
- **the Promoter's limitation of liability (see Part G of these terms and conditions).**

PART A - INTRODUCTION

1. Information on how to participate in the Promotion and Incentive details form part of these

terms and conditions.

2. By participating in the Promotion, participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.

3. Participants must comply with these terms and conditions to participate in the Promotion.

4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

5. The Promoter will collect and use each participant's personal information for the purposes of:

    (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;

    (b) providing information to the participant about the products and services offered by the Promoter and its related companies; and

    (c) research to improve its products and services.

6. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.

7. Participants may access, change and/or update their personal information in accordance with the Promoter's privacy policy https://www.stockland.com.au/privacy-policy.

PART C - WHO CAN PARTICIPATE IN THE PROMOTION

8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Incentive will be provided to the participant's parent or legal guardian.

9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and companies with existing arrangements with the Promoter are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

10. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate .

PART D – HOW TO PARTICIPATE IN THE PROMOTION

11. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.

12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.

13. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:

    (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,

    (b) breached any of these terms and conditions; and/or

(c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.

14. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.

15. The Promoter accepts no responsibility for late, lost or misdirected communications.

16. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.

17. If participation in the Promotion requires access to Facebook, participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

18. If participation in the Promotion requires access to Instagram, participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

PART E - INCENTIVES

19. Each Incentive is not transferrable, exchangeable or redeemable for cash.

20. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.

21. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.

22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.

23. The participant's use of the Incentive is entirely at their own risk. Before the Incentive is provided, the receiver of the Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.

PART F – RECEIVING THE INCENTIVE

24. Each eligible participant during the Promotional Period will receive an Incentive.

25. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.

26. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.

27. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.

28. Each participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

29. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

PART G - NO LIABILITY

30. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any

liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

31. If participation in the Promotion is via Facebook or if the Promotion is promoted on Facebook, the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook and each participant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:

    (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and

    (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network.

32. If participation in the Promotion is via Instagram or if the Promotion is promoted on Instagram, the Promotion is in no way sponsored, endorsed, administered by or associated with Instagram and each participant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:

    (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram or any other social network; and

    (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram or any other social network.

PART H - TERMINATION OF PROMOTION

33. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.