

# Builder Referral Promotion

## Terms and Conditions

<b>SCHEDULE</b>	
<b>Promotion</b>	Builder Referral Promotion – Foreshore Coomera
<b>Promoter</b>	<p>Stockland Development Pty Limited</p> <p>ABN 71 000 064 835</p> <p>Level 25, 133 Castlereagh Street, Sydney, NSW 2000</p> <p>02 9035 2000</p>
<b>Participation – age restriction</b>	Participation in the Promotion is only available to persons over 18 years of age
<b>Promotional Period</b>	<p>09:00 AEST on 1st April 2018 to the earlier of:</p> <p>(a) 17:00 AEST on 30th June 2018; and</p> <p>(b) the time and date on which contracts of sale have been entered into for all the residential lots within the Qualifying Land.</p>
<b>How to participate</b>	<p>To participate in the Promotion, each participant:</p> <p>(a) must be an employee of a licensed builder in QLD;</p> <p>(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 the Foreshore Coomera and Information Centre at Cnr Oakey Creek Road &amp; Foxwell Road, Coomera, QLD and delivering it to the Promoter:</p> <p>(i) by email to foreshorecoomera@stockland.com.au; or</p> <p>(ii) by hand to the Foreshore Coomera and Information Centre at Cnr Oakey Creek Road &amp; Foxwell Road, Coomera, QLD ; and</p> <p>(c) acknowledges and agrees that the referred customer must, during the Promotion Period:</p> <p>(i) enter into a contract of sale for a residential lot within the Qualifying Land;</p> <p>(ii) pay the full deposit required under such contract of sale;</p> <p>(iii) comply with the terms of such contract of sale at all times and without default;</p> <p>(iv) complete such contract of sale in accordance with its terms; and</p>

	(v) not extend or delay, or attempt to extend or delay, settlement of such contract of sale.
<b>Qualifying Land</b>	<p>All residential lots available for purchase during the Promotional Period at Stockland's Foreshore Coomera's residential community.</p> <p>Qualifying land may include vacant land. For the Promoter's Vacant Land Terms and Conditions, visit <a href="https://www.stockland.com.au/product-terms-and-conditions/vacant-land-terms-and-conditions">https://www.stockland.com.au/product-terms-and-conditions/vacant-land-terms-and-conditions</a></p> <p>Qualifying Land may include house and land packages. For the Promoter's House and Land Package Terms and Conditions, visit <a href="https://www.stockland.com.au/product-terms-and-conditions/house-and-land-package-terms-and-conditions">https://www.stockland.com.au/product-terms-and-conditions/house-and-land-package-terms-and-conditions</a></p> <p>Qualifying Land is only available until sold.</p>
<b>Incentive(s)</b>	<p>A Visa gift card to the value of \$1,000 (including GST).</p> <p>The gift card supplier's terms and conditions can be viewed at <a href="https://universalgiftcard.com.au/terms.aspx">https://universalgiftcard.com.au/terms.aspx</a></p> <p>The gift card expires on the date that is 12 months from the date of issue and the card must be activated within 6 months as per the supplier's terms and conditions.</p> <p>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.</p> <p>Each participant is responsible for informing their lender (if any) about the gift card.</p>
<b>Are there limitations on Incentives?</b>	<p>There is only one Incentive available for each contract of sale.</p> <p>Each participant is permitted to receive multiple Incentives during the Promotional Period.</p>
<b>Collection of Incentives</b>	Each participant will receive their Incentive by collecting the Visa gift card at the Foreshore Coomera Sales and Information Centre within 30 days of settlement of the contract of sale for the

	Qualifying Land purchased by the relevant referred customer.
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**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);
- the obligations of each participant (in particular, see Part E of these terms and conditions);
- clause 23 which deals with taxes that may be payable as a consequence of receiving the Incentive; 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 I 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. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies 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.
9. 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**

10. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
11. 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.
12. 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.
13. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
14. The Promoter accepts no responsibility for late, lost or misdirected communications.
15. 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.
16. A participant will not be eligible to receive an Incentive if the new customer referred by the participant:
  - (a) is already on the Promoter's database as at the date of referral by the participant; or
  - (b) was introduced to the Promoter or Qualifying Land by another person or agent prior to the participant referring the new customer.

#### **PART E – MISCELLANEOUS OBLIGATIONS**

17. Each participant acknowledges and agrees that:
  - (a) they may be required to hold a valid and unexpired real estate agent's licence pursuant to the Property Occupations Act 2014 (Qld);
  - (b) they must satisfy themselves as to whether or not they are required to hold such licence;
  - (c) if required, they must obtain and/or maintain such licence and not breach the conditions of such licence;
  - (d) they are not, and must not hold themselves out as, an agent of the Promoter; and
  - (e) by referring a new customer to the Promoter and receiving an Incentive in accordance with these terms and conditions, they are not breaching any of their obligations under the terms of their employment with their employer (that is, the relevant licensed builder in QLD).
18. Each participant:

- (a) must, prior to referring a new customer:
    - i. disclose to such new customer that they will be entitled to receive the Incentive from the Promoter for the referral; and
    - ii. if required under the terms of their employment with their employer (that is, the relevant licensed builder in QLD), disclose to their employer that they will be entitled to receive the Incentive from the Promoter for the referral.
  - (b) must have the consent of the new customer to refer such new customer to the Promoter in accordance with these terms and conditions;
  - (c) must comply with the Promoter's directions in relation to the marketing, promotion and referral of Qualifying Land;
  - (d) must not make any false or misleading statements about the Promoter or Qualifying Land;
  - (e) must comply with all applicable laws, including but not limited to, the Property Occupations Act 2014 (Qld) and the Competition and Consumer Act 2010 (Cth); and
  - (f) must not refer Qualifying Land to "foreign persons" (as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth)) without the Promoter's prior consent.
19. Each participant releases and indemnifies the Promoter and its related entities on demand against all claims, actions, damages, losses, liabilities, costs or expenses suffered or incurred by the Promoter or any of its related entities arising directly or indirectly from or in connection with:
- (a) a breach by such participant of any of the conditions contained in clauses 17 and 18; or
  - (b) any act, omission or negligence by such participant.

## **PART F - INCENTIVES**

20. Each Incentive is not transferrable, exchangeable or redeemable for cash.
21. 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.
22. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
23. Each participant acknowledges and agrees that:
- (a) taxes (including but not limited to GST, income tax and fringe benefits tax) may be payable as a consequence of receiving an Incentive; and
  - (b) payment of all such taxes are the sole responsibility of such participant.
24. 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 G – RECEIVING THE INCENTIVE**

25. Each eligible participant during the Promotional Period will receive an Incentive.
26. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
27. 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.
28. 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.
29. 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.
30. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

## **PART H - NO LIABILITY**

31. 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.

## **PART I - TERMINATION OF PROMOTION**

32. 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.