

# Stockland “North Lakes Customer Referral” promotion

## (QLD – North Lakes)

### – Terms and Conditions –

#### PART A – THE PROMOTION

1. In these Terms and Conditions and all advertisements relating to the Stockland “North Lakes Customer Referral” promotion (**Promotion**), **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and its affiliates.
2. Participation in the Promotion constitutes acceptance of these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
3. The Promotion runs from 2 May 2016 until 30 June 2017 or until all of the Qualifying Land is sold, whichever is the earlier (**Promotion Period**).

#### PART B – QUALIFYING LAND

4. The Promotion applies to all residential land lots at Stockland’s North Lakes residential community, including House & Land Packages as that term is defined in clause 20 (**Qualifying Land**). For details of the availability of the Qualifying Land, contact the North Lakes Stockland Sales & Information Centre, Corner of Endeavour Boulevard & Plantation Road, North Lakes QLD 4509 (**Sales & Information Centre**).

5. The Promotion is available to:

(a) the person, persons or entity that:

- (i) is a current proprietor of a lot or lots within Stockland’s North Lakes residential community; and
- (ii) refers a new customer to Stockland in accordance with these Terms and Conditions

(**Referring Customer**); and

(b) the person, persons or entity that is:

- (i) referred by a Referring Customer in accordance with these Terms and Conditions; and
- (ii) not, as at the date of the Referring Customer signing the Referral Form (as that term is defined in clause 12), a person whose details are included on Stockland’s residential database

(**Referred Customer**)

provided the Referred Customer:

- (c) during the Promotion Period, enters into a contract for the sale of land in respect of Qualifying Land (**Land Contract**);
- (d) during the Promotion Period, pays to Stockland the deposit required under the Land Contract; and
- (e) completes the Land Contract in accordance with its terms.

6. Directors, officers and employees of Stockland, and their immediate family members, are ineligible to participate in the Promotion.

7. The advertised price of Qualifying Land:

- (a) does not include stamp duty on the Land Contract, registration fees (including registration fees in relation to the transfer of the Qualifying Land), local government change in ownership fees and any other fees or charges (including legal fees or the costs of other services) incidental to the acquisition of the Qualifying Land. Referred Customers will need to pay these fees and charges separately;

- (b) is subject to adjustments under the Land Contract including council rates, land tax and other statutory charges; and
  - (c) is correct as at the time of publication, but may change as a result of variations or changes in local, state or federal government laws or requirements applicable to the acquisition of the Qualifying Land.
- 8. Referred Customers will not be able to choose alternative land that is not Qualifying Land. Each such Qualifying Land is only available until sold.
- 9. Photographs and illustrations in advertisements are intended to be a visual aid only and may show inaccuracies in respect of the description, identification and/or boundaries of Qualifying Land. Stockland gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement and will not be liable for any loss or damage suffered or incurred by a Referred Customer or any other person who relies upon the information in any advertisement except for any liability which cannot be excluded by law. Referred Customers should make and rely upon their own independent enquiries and investigations with respect to the matters contained in any advertisement, including as to the accuracy or sufficiency of any description, illustration, photograph or statement, and in respect of the Qualifying Land they are interested in prior to purchase.
- 10. Referred Customers must ensure that the house to be constructed on their selected Qualifying Land complies with all building covenants and design requirements applying to that land. Referred Customers are responsible for satisfying themselves as to the compatibility of the house to be constructed on their selected Qualifying Land with all applicable building covenants and design requirements.
- 11. The Referring Customer and the Referred Customer acknowledge that:
  - (a) the Terms and Conditions of this Promotion do not form part of, and will not be implied in, any Land Contract or any other contract for sale of land in Stockland's North Lakes residential community, whether entered into before or after the Promotion Period;
  - (b) they have not been induced to enter into the Land Contract or any other contract for sale of land in Stockland's North Lakes residential community by this Promotion; and
  - (c) if any warranty or representation has been made by Stockland, then the Referring Customer and the Referred Customer confirm, by completing and signing the Referral Form as that term is defined in clause 12, that they have placed no reliance on such warranty or representation in entering into this Promotion, the Land Contract or any other contract for sale of land in Stockland's North Lakes residential community.

## **PART C – REFERRAL**

- 12. To be eligible, the Referring Customer and the Referred Customer must correctly complete, sign and return the referral form for the Promotion (**Referral Form**) during the Promotion Period. Referral Forms can be collected from the Sales & Information Centre.
- 13. The Referred Customer must return the Referral Form by delivering it in person to a Stockland employee at the Sales & Information Centre.
- 14. By returning the Referral Form to Stockland, the Referring Customer and the Referred Customer consent to their contact details being released to Stockland and for Stockland to contact them by email, post and/or telephone with information relevant to Stockland residential communities and to verify the validity of the Referral Form and the Referring Customer and the Referred Customer (including a Referring Customer's and a Referred Customer's identity, age, and place of residence).
- 15. Referral Forms must be received by Stockland within the Promotion Period.
- 16. Stockland will not be liable for any lost, late or misdirected Referral Forms.
- 17. A Referral Form cannot be modified after it has been submitted.
- 18. The Referring Customer and the Referred Customer warrant and agree that:
  - (a) the Referral Form does not infringe the rights of any person;
  - (b) they have obtained the prior consent of any person that appears in the Referral Form and that this consent allows Stockland to use the Referral Form in accordance with these Terms and Conditions;
  - (c) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy and publicity; and

(d) the Referral Form will not cause injury or harm to any person or entity.

19. The Referring Customer and the Referred Customer indemnify Stockland against all losses, liabilities, costs and expenses incurred by Stockland (whether direct, indirect or consequential) including legal expenses and third party claims in connection with a breach of clause 18 by the Referring Customer and the Referred Customer.

#### **PART D - HOUSE & LAND PACKAGES**

20. The Qualifying Land includes selected house and land packages (each a '**House & Land Package**').
21. Each House & Land Package consists of land and a house which are sold separately. Stockland is responsible for the sale of the land only. A Referred Customer wishing to purchase a House & Land Package will need to enter into a Land Contract with Stockland and a separate contract with the relevant builder (**Builder**) for construction of the house (**Building Contract**). For details of the Builders, contact the Sales & Information Centre.
22. To get the benefit of the house component of a House & Land Package, the Referred Customer will need to enter into the Building Contract for the particular House & Land Package during the Promotion Period and that contract must be unconditional in relation to the obligations of the Referred Customer by such date as may be nominated by the Builder.
23. The Builders are not subsidiaries or related entities of Stockland. Stockland makes no representations and gives no warranties in relation to the Builder or the Building Contract, including the Builder's ability to enter into or perform the Building Contract or the suitability and/or fitness for purpose of any improvement to be constructed under the Building Contract. Stockland will not be liable for:
- (a) any failure by the Builder to enter into or perform the Building Contract;
  - (b) any delays in construction;
  - (c) any defects in construction;
  - (d) any representations or warranties made by the Builder; or
  - (e) any loss suffered by the Referred Customer or any other person in any way arising out of or relating to the Builder or the Building Contract.
24. Any advertised Builder 'upgrade bonus' or any other Builder 'extras', incentives, concessions or rebates, whether in cash or in kind, are offered by the Builder alone and Stockland accepts no liability or responsibility with regard to them. They are subject to such eligibility criteria and Terms and Conditions as may be imposed by the Builder.
25. The Referred Customer should make and rely upon its own independent enquiries and investigations, and satisfy itself in all respects, in relation to the Builder and the Building Contract.
26. The advertised price of a House & Land Package is only valid during the Promotion Period, and:
- (a) is based on the Builder's specifications and inclusions for the house, details of which can be obtained from the Builder;
  - (b) unless otherwise advertised, may be subject to exclusions as nominated by the Builder. The price of the house may also vary in other circumstances as set out in the Building Contract. Referred Customers should make appropriate enquiries as to exclusions and variations with the Builder prior to purchase;
  - (c) does not include stamp duty on the Land Contract or the Building Contract, registration fees (including registration fees in relation to the transfer of the land), local government change in ownership fees and any other fees or charges (including legal fees or the costs of other services) incidental to the acquisition of land or a house or the construction of a house. Referred Customers will need to pay these fees and charges separately;
  - (d) is subject to adjustments under the Land Contract including, but not limited to, council rates, land tax and other statutory charges; and
  - (e) is correct as at the time of publication, but may change as a result of variations in the inclusions or specifications of the house required by the Referred Customer or due to any other circumstances that may affect the price as set out in the Building Contract, or changes in local, state or federal government laws or requirements applicable to the acquisition of land or a house or the construction of a house.
27. Referred Customers will not be able to choose an alternative house or alternative land for a House & Land Package unless otherwise agreed by Stockland and the Builder (in which case, prices and incentives may change). Each House & Land Package is unique and is only available until sold.

28. Photographs and illustrations in advertisements are intended to be a visual aid only and may show inaccuracies in respect of the description, identification and/or boundaries of the land, or items or inclusions which do not form part of a particular House & Land Package. Advertisements may also refer to features which are not available for all House & Land Packages. Stockland gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement and will not be liable for any loss or damage suffered or incurred by a Referred Customer or any other person who relies upon the information in any advertisement except for any liability which cannot be excluded by law. Referred Customers should make and rely upon their own independent enquiries and investigations with respect to the matters contained in any advertisement, including as to the accuracy or sufficiency of any description, illustration, photograph or statement. Referred Customers should make and rely upon their own independent enquiries and investigations with the Builder regarding the full description and specifications of the House & Land Package they are interested in prior to purchase.
29. Building covenants and design requirements apply to the Qualifying Land. Each house to be constructed on the Qualifying Land must comply with all building covenants and design requirements applying to the land. If a Referred Customer wishes to make alterations to the standard specifications of a house, then the Referred Customer must ensure that such alterations comply with all applicable building covenants and design requirements.
30. Stockland may, in its absolute discretion, offer packages for house and land sales on other residential lots or discounts on the sale of other residential lots (either in the participating communities or at any other Stockland communities) which do not form part of this Promotion.

## **PART E – GIFT CARDS**

31. Subject to the Terms and Conditions set out in this Part, the Referring Customer and the Referred Customer are each entitled to receive one Visa pre-paid gift card to the value of \$500 (**Gift Card**).
32. Within 30 days of settlement of the Land Contract, Stockland will contact the Referring Customer and the Referred Customer by telephone and/or email and inform them that their Gift Card is available for collection from the Sales & Information Centre. The Referring Customer and the Referred Customer must collect their Gift Cards from the Sales & Information Centre within 14 days of the date on which they are contacted by Stockland.
33. Stockland reserves the right to request the Referring Customer and the Referred Customer to provide proof of identity and/or proof of submission of a Referral Form to claim the Gift Card.
34. Should the Referring Customer's or the Referred Customer's details change during the Promotion, it is their responsibility to notify Stockland. A request to access or modify any information provided in a Referral Form should be directed to Stockland.
35. It is a condition of accepting a Gift Card that the Referring Customer and the Referred Customer:
- (a) must comply with the terms and conditions imposed by Pinpoint Pty Ltd ABN 49 002 693 656, and the issuer of the Gift Card, Heritage Bank Ltd ABN 32 087 652 024 AFSL 240984 (a copy of such terms and conditions can be obtained by visiting [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au)); and
  - (b) may be required to sign a legal release in a form determined by Stockland in its absolute discretion, releasing Stockland from and indemnifying Stockland against any liability arising from or in connection with the Gift Card.
36. The Gift Card cannot be used in certain retail outlets. Once the Gift Card has left Stockland's premises, Stockland 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 Referring Customer or Referred Customer is unable to use the Gift Card for any reason including if the Gift Card is damaged, stolen or lost.
37. Stockland will only offer two Gift Cards for each Land Contract. Where more than one person is noted as the Referring Customer or the Referred Customer, then the Gift Card will be offered jointly to all persons noted as the Referring Customer or the Referred Customer. The Gift Card is personal to the Referring Customer or the Referred Customer, and is not transferable, exchangeable or redeemable for cash.
38. Independent financial and legal advice should be sought as to any tax or legal implications of accepting the Gift Card. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the Gift Card are the sole responsibility of the Referring Customer and the Referred Customer.
39. If the Gift Card is unavailable for reasons beyond Stockland's control, Stockland, in its sole discretion, reserves the right to substitute the Gift Card (or any part of the Gift Card) with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.

40. The Referring Customer and the Referred Customer are responsible for informing their lenders (if any) about the Gift Card.

## **PART F – GENERAL TERMS**

41. The Promotion is not available in conjunction with any other promotion or offer by Stockland.
42. To the extent permitted by law, Stockland is not liable and does not accept any responsibility for any loss or damage suffered or incurred by a Referring Customer or Referred Customer or any other person:
- (a) arising from or in any way connected to the Promotion or the Gift Card;
  - (b) by reason of the use of the Gift Card, or for any faults or defects in the Gift Card, or if the Referring Customer or the Referred Customer are unable to use the Gift Card for any reason, including if the Gift Card is damaged, lost or stolen, except for any liability that cannot be excluded by law;
  - (c) by reason of any incorrect or incomplete information which may be communicated in the course of the Promotion;
  - (d) who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion; or
  - (e) due to the inability of Stockland to provide any aspect of the Promotion as a result of circumstances beyond Stockland's control.
43. To the extent permitted by law, Stockland may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Qualifying Land or shortening or extending the Promotion Period.
44. These Terms and Conditions supersede any prior terms and conditions for the Promotion.
45. Stockland may, in its sole discretion, declare any or all referrals made by a Referring Customer and a Referred Customer invalid, and/or prohibit further participation by a Referring Customer or a Referred Customer in the Promotion if the Referring Customer or the Referred Customer:
- (a) do not comply with these Terms and Conditions;
  - (b) a Referral Form is incomplete or indecipherable;
  - (c) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to Stockland, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - (d) engages in conduct which is misleading, deceptive, fraudulent, or damaging to Stockland's goodwill or reputation; or
  - (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.
46. Stockland's legal rights to recover damages or other compensation from a Referring Customer and a Referred Customer are reserved.
47. Failure by Stockland to enforce any of its rights under these Terms and Conditions at any stage does not constitute a waiver of those rights.

## **PART G – PRIVACY COLLECTION NOTICE**

48. The privacy collection notice contained in this Part G explains how Stockland manages your personal information and complaints. More information can be found on Stockland's Privacy Policy at <http://www.stockland.com.au/privacy-policy.htm>.
49. Stockland collects your personal information directly from you wherever practicable. Stockland may collect personal information from its related companies or other third parties.
50. Stockland will use your personal information primarily to conduct the Promotion and provide information about the products and services offered by Stockland and its affiliate retailers. Stockland will also use this information for research to improve its products and services. If you do not provide Stockland with your personal information, as requested as part of the Promotion, Stockland may be unable to process your entry.

51. Stockland may disclose your personal information, including updates, to consultants, agents or contractors acting on Stockland's behalf, parties to whom Stockland has outsourced various functions, our related parties, entities and trusts, and regulatory authorities where required by law. Stockland may disclose personal information to entities outside Australia, including to our related bodies corporate, data hosting and other service providers.
52. Stockland's Privacy Policy sets out how you can access and make a request to correct your personal information Stockland may hold about you, or to make a privacy complaint, and how Stockland will deal with the complaint.
53. You may contact Stockland by email at: [privacy@stockland.com.au](mailto:privacy@stockland.com.au) or by post: Privacy Officer, Stockland, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

## **PART H – JURISDICTION**

54. These Terms and Conditions are to be governed by the law of the State of Queensland and the parties must submit to the jurisdiction of the Courts of that State.

**BEFORE ENTERING INTO A CONTRACT FOR SALE FOR LAND YOU SHOULD OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE.**