Stockland “Stone Ridge Customer Referral” promotion

(QLD – Stone Ridge)

– Terms and Conditions –

PART A – THE PROMOTION

1. In these Terms and Conditions and all advertisements relating to the Stockland “Stone Ridge Customer Referral” promotion (**Promotion**), “Stockland” means Stockland Development Pty Limited ACN 000 064 835 as its related entities and, where the context permits, includes Stockland’s employees, contractors and agents.
2. The Promotion runs from 9.00am (AEST) on Monday, 2 May 2016 until 5.00pm (AEST) on Sunday, 30 June 2017 or until all of the Qualifying Land is sold, whichever is the earlier (**Promotion Period**).
3. Participation in the Promotion constitutes acceptance of these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.

PART B – QUALIFYING LAND

1. The Promotion applies to select residential land lots at Stockland’s Stone Ridge residential community, including House & Land Packages (**Qualifying Land**). For details of the availability of the Qualifying Land, contact the Stockland Stone Ridge Sales & Information Centre, Banyan Street, Narangba QLD 4504 (**Sales & Information Centre**).
2. In these Terms and Conditions ‘**Relevant Qualifying Land**’ means the Qualifying Land that:
	* 1. the Referred Customer is interested in purchasing; or
		2. the Referred Customer has purchased by entering into a Land Contract for such Qualifying Land.
3. This Promotion does not apply to, and Referred Customers will not be able to choose, alternative land that is not Qualifying Land. Qualifying Land is only available until sold.

**PART C – ELIGIBLE PERSONS**

1. This Promotion is available to:
	* 1. the person, persons or entity that:

(i) is a current proprietor of a lot or lots within Stockland’s Stone Ridge residential community; and

(ii) refers a new customer to Stockland in accordance with these Terms and Conditions,

(**Referring Customer**); and

* + 1. the person, persons or entity that is:
			1. referred by a Referring Customer in accordance with these Terms and Conditions; and
			2. not, as at the date of the Referring Customer signing the Referral Form, a person whose details are included on Stockland’s residential database,

(**Referred Customer**)

provided that the Referred Customer:

* + 1. during the Promotion Period:
			1. if required by Stockland, pays an expression of interest payment in respect of the Relevant Qualifying Land; and
			2. within 14 days after the date the Referred Customer or its representative receives a contract for the sale of land in respect of the Relevant Qualifying Land (**Land Contract**) from Stockland:
				1. enters into a Land Contract;
				2. pays to Stockland the deposit required under the Land Contract; and
			3. in respect of a House and Land Package only, enters into an unconditional Building Contract;
		2. complies with the terms of the Land Contract at all times without default from the date of the Land Contract until completion of the Land Contract; and
		3. completes the Land Contract in accordance with its terms; and
		4. in respect of a House and Land Package only, complies with the terms of the Building Contract at all times without default from the date of the Building Contract.
1. The Referring Customer and/or Referred Customer will not be eligible to participate in this Promotion, and will not be entitled to receive the Gift Card, if:
	* 1. the Referring Customer and/or Referred Customer is a director, officer or employee of Stockland or a member of the immediate family of a director, officer or employee of Stockland;
		2. the Referring Customer and/or Referred Customer has not complied with the other provisions of this Part C;
		3. entry into, or settlement of, the Land Contract is extended at the request of the Referred Customer or delayed as a result of the Referred Customer’s default; or
		4. the Land Contract is terminated or rescinded other than due to Stockland’s default.
2. If, during the Promotion Period, the Referred Customer enters into more than one (1) Land Contract with respect to Qualifying Land, then the Referred Customer and Referring Customer will be entitled to receive one (1) Gift Card for each Land Contract.

PART D – COMPLETED HOMES

1. The Qualifying Land may include select completed homes and townhouses (**Completed Home(s)**). For details of the availability of Completed Homes, please contact the Sales & Information Centre.
2. This Promotion does not apply to, and Referred Customers will not be able to choose, alternative completed homes or townhouses that are not Completed Homes. Completed Homes are only available until sold.

PART E – HOUSE & LAND PACKAGES

1. The Qualifying Land may include select house and land packages (**House & Land Package(s)**).
2. The House & Land Packages consist of Qualifying Land and a house which are each sold separately. Stockland is responsible for the sale of Qualifying Land only. A Referred Customer wishing to purchase a House & Land Package will need to enter into:
	* 1. a Land Contract with Stockland; and
		2. a separate contract with a participating builder (**Builder**) for construction of a house on the Relevant Qualifying Land (**Building Contract**). For details of participating Builders, please contact the Sales & Information Centre.
3. 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. Stockland will not be liable for:
	* 1. any failure by the Builder to enter into or perform the Building Contract;
		2. any delays in construction (irrespective of whether such delays are due to delays in obtaining a separate title for Qualifying Land);
		3. any defects in construction;
		4. any representations or warranties made by the Builder; or
		5. 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.
4. This Promotion does not apply to, and 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 only available until sold.
5. 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 which do not form part of this Promotion.

PART F - PRICE OF QUALIFYING LAND, COMPLETED HOMES AND HOUSE & LAND PACKAGES

1. The advertised price of Qualifying Land is only valid during the Promotion Period, and:
	* 1. with respect to a House & Land Package:
			1. is based on the Builder's specifications and inclusions for the house, details of which can be obtained from the Builder;
			2. 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 the exclusions and variations with the Builder prior to purchase;
		2. with respect to Qualifying Land that is not a Completed Home, does not include the cost of or incidental to construction of a house on the Qualifying Land;
		3. with respect to a Completed Home:
			1. is based on certain specifications and inclusions for the Completed Home, details of which can be obtained from the Stockland Sales & Information Centre responsible for the relevant Completed Home; and
			2. unless otherwise advertised, may be subject to exclusions, including but not limited to landscaping and fencing. The price of the Completed Home may also vary in other circumstances as set out in the Land Contract. Referred Customers should make appropriate enquiries as to the exclusions and variations with the Stockland Sales & Information Centre responsible for the relevant Completed Home prior to purchase;
		4. does not include stamp duty on the Land Contract or the Building Contract, registration fees (including registration fees in relation to the transfer of 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 Qualifying Land. Referred Customers will need to pay these fees and charges separately;
		5. is subject to adjustments under the Land Contract including, but not limited to, council rates, water rates, land tax and other statutory charges; and
		6. is correct as at the time of publication, but may change as a result of, but not limited to, variations in the inclusions or specifications for the house or the Completed Home required by the Referred Customer or due to any other circumstances that may affect the price as set out in the Building Contract or the Land Contract, or changes in local, state or federal government laws or requirements applicable to the acquisition of Qualifying Land or the acquisition and/or construction of a house on Qualifying Land.

**PART G – NO RELIANCE ON ADVERTISEMENTS**

1. Descriptions, illustrations, photographs or statements in any marketing or promotional material relating to this Promotion (**Advertisement**) are indicative only and may contain:
	* 1. inaccuracies, errors or misdescriptions in respect of the location, size, use, description, identification and/or boundaries of Qualifying Land or the current or future location or existence of any facilities, amenities, services or destinations; and
		2. items or inclusions which do not form part of a particular House & Land Package.
2. 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 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 in respect of:
	* 1. the Relevant Qualifying Land, including with respect to the full description and specifications for the House & Land Package (if applicable); and
		2. any facilities, amenities, services or destinations.

**PART H – ENCUMBRANCES**

1. Referred Customers must ensure that the house to be constructed on the Relevant Qualifying Land, including as part of a House & Land Package, complies with all easements, restrictions, covenants, encumbrances and design requirements applying to the Relevant Qualifying Land (**Encumbrances**). Referred Customers are responsible for satisfying themselves as to the compatibility of the house to be constructed on the Relevant Qualifying Land with all Encumbrances.

**PART I – REFERRAL**

1. To be eligible, the Referring Customer and the Referred Customer must correctly complete and sign the referral form for the Promotion during the Promotion Period (**Referral Form**). Referral Forms can be collected from the Sales & Information Centre.
2. The Referred Customer must return the Referral Form by delivering it in person to a Stockland employee at the Sales & Information Centre.
3. 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).
4. Referral Forms must be received by Stockland within the Promotion Period.
5. Stockland will not be liable for any lost, late or misdirected Referral Forms.
6. A Referral Form cannot be modified after it has been submitted.
7. The Referring Customer and the Referred Customer warrant and agree that:
	* 1. the Referral Form does not infringe the rights of any person;
		2. 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;
		3. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy and publicity; and
		4. the Referral Form will not cause injury or harm to any person or entity.
8. 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 27 by the Referring Customer and the Referred Customer.

**PART J – GIFT CARD**

1. Subject to the terms and conditions set out in this Part, the Referring Customer and the Referred Customer are each entitled to receive a Visa pre-paid gift card to a value of $500 (**Gift Card**).
2. In order to receive the Gift Card, during the Promotion Period:
	* 1. the Referring Customer and the Referred Customer must correctly complete and sign the Referral Form;
		2. the Referred Customer must return the Referral Form by delivering it in person to a Stockland employee at the Sales & Information Centre; and
		3. the Referring Customer and/or the Referred Customer (as the case may be) must satisfy any other condition of eligibility to receive the Gift Card as set out in the Land Contract, these terms and conditions or as otherwise specified by Stockland.
3. 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 respective Gift Card from the Sales & Information Centre within 14 days of the date on which they are contacted by Stockland.
4. Stockland reserves the right to request the Referring Customer and/or the Referred Customer to provide proof of identity and/or proof of submission of a Referral Form to claim the Gift Card.
5. 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.
6. It is a condition of accepting a Gift Card that the Referring Customer and the Referred Customer:
	* 1. must comply with the terms and conditions imposed by Pinpoint Pty Ltd ABN 49 002 693 656, and the issuer of the 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
		2. 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.
7. The Gift Card cannot be used in certain retail outlets. 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 or lost.
8. 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 and the Referred Customer (as the case may be). Each Gift Card is personal to the Referring Customer or the Referred Customer (as the case may be), and is not transferable, exchangeable or redeemable for cash.
9. 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.

**PART J –OBLIGATIONS**

1. The Referring Customer and Referred Customer should obtain independent financial and legal advice 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 or Referred Customer.
2. The Referred Customer acknowledges that:
	* 1. any lender who may finance the Referred Customer’s acquisition of the Qualifying Land may reduce any finance it provides by an amount equivalent to the Gift Card; and
		2. stamp duty may be assessed on the full purchase price under the Land Contract notwithstanding the Gift Card.
3. The Referred Customer must fully disclose the Gift Card to any lender who may finance the Referred Customer’s acquisition of the Relevant Qualifying Land.
4. The Referred Customer indemnifies Stockland against any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense that Stockland may suffer as a result of the Referred Customer’s failure to comply with clause 41.

**PART K – GENERAL TERMS**

1. This Promotion is not available in conjunction with any other promotion or offer by Stockland.
2. This Promotion is subject to any other terms and conditions contained in the Land Contract. If there is any inconsistency between these Terms and Conditions and the Land Contract, then the Land Contract prevails.
3. 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 and/or Referred Customer or any other person:
	* 1. by reason of any incorrect or incomplete information which may be communicated in the course of this Promotion;
		2. who relies upon the information in any Advertisement relating to this Promotion or participates in this Promotion; or
		3. due to the inability of Stockland to provide any aspect of this Promotion as a result of circumstances beyond Stockland’s control.
4. To the extent permitted by law, Stockland may cancel or make changes to this Promotion at any time without notice. Such changes may include, but are not limited to, adding or withdrawing Qualifying Land or House & Land Packages, shortening or extending the Promotion Period or changing the ‘eligible persons’ requirements in Part C.
5. These Terms and Conditions supersede any prior terms and conditions for this Promotion.
6. Stockland may, in its sole discretion, prohibit participation by a Referring Customer and/or a Referred Customer if the Referring Customer and/or Referred Customer:
	* 1. does not comply with these Terms and Conditions;
		2. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to Stockland, another participant or potential participant of, or anyone else associated with, this Promotion;
		3. engages in conduct which is misleading, deceptive, fraudulent, or damaging to Stockland’s goodwill or reputation; or
		4. engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion.
7. Stockland’s legal rights to recover damages or other compensation from a Referring Customer and/or Referred Customer are reserved.
8. 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 L – PRIVACY**

1. The privacy collection notice contained in this Part F 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>.
2. Stockland collects your personal information directly from you wherever practicable. Stockland may collect personal information from its related companies or other third parties.
3. 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 participation in the Promotion.
4. 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.
5. 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.
6. You may contact Stockland by email at: privacy@stockland.com.au or by post: Privacy Officer, Stockland, Level 25,133 Castlereagh Street, Sydney NSW 2000.

**PART L – JURISDICTION**

1. 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.**