

Refer a Friend Promotion (Resi)

Terms and Conditions

SCHEDULE	
Promotion	The Observatory Refer a Friend
Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000
Participation only available to residents of	Australia
Participation only available to persons over the age of	18 years of age
Promotional Period	Commences 8am AEST 20 March 2017 ending 5pm 22 December 2017 (AEST) to the earlier of: (a) the time and date on which contracts of sale have been entered into for all the residential lots within the Qualifying Land.
Participants	The following two groups of participants are permitted to participate in this Promotion: (a) Referring Participants; and (b) Referred Participants.
HOW TO PARTICIPATE To participate in the Promotion, each Referring Participant	(a) must, as at the commencement of the Promotional Period, be the owner of a lot or lots within the Promoter's The Observatory 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 www.stockland.com.au/theobservatory 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.
HOW TO PARTICIPATE To participate in the Promotion, each Referred Participant must	(a) 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 by providing it to the sales professional; (iii) enter into a contract of sale for a residential lot within the Qualifying Land; and

	<p>(iv) pay the full deposit required under such contract of sale;</p> <p>(b) comply with the terms of such contract of sale at all times and without default;</p> <p>(c) complete such contract of sale in accordance with its terms; and</p> <p>(d) not extend or delay, or attempt to extend or delay, settlement of such contract of sale.</p>
Qualifying Land	<p>The following residential lots available for purchase during the Promotional Period at Stockland's The Observatory residential community:</p> <ul style="list-style-type: none"> • Lot 1 • Lot 4 • Lot 5 • Lot 6 • Lot 7 • Lot 8 • Lot 10 • Lot 12 • Lot 13 • Lot 17 • Lot 20 <p>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</p> <p>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</p>
Incentive(s)	<p>A Visa gift card to the value of \$5,000 (including GST).</p> <p>The gift card supplier's terms and conditions can be viewed at www.universalgiftcard.com.au</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> <p>There is only one gift card available for each contract of sale. Where more than one person is noted as the buyer or purchaser on the contract of sale, then the gift card will be offered jointly to all persons noted as the buyer or purchaser on the contract of sale.</p>
Are there limitations on Incentives?	<p>Qualifying Land is only available until sold.</p> <p>Each participant is not permitted to receive multiple Incentives during the Promotional Period.</p> <p>Participants who:</p> <ul style="list-style-type: none"> (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, <p>are not eligible to receive an Incentive.</p>

Participants should pay particular attention to 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 Participating Retailers are not eligible to participate. Immediate families means spouse, ex-spouse, 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 Stockland.

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 breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Promotion by, for example, tampering with, or using or exploiting errors in the process outlined in the 'How to Participate' section of the Schedule.
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.

PART E - INCENTIVES

17. Incentives are not transferrable, exchangeable or redeemable for cash.
18. 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.
19. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.

20. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of the winner.
21. 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

22. Each eligible participant during the Promotional Period will receive an Incentive.
23. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
24. The Promoter will provide participants with instructions on how to access the Incentive. It is the responsibility of each participant to comply with the Promoter's instructions.
25. 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.
26. 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.
27. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

PART G - NO LIABILITY

28. 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.
29. 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 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.
30. 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 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

- 31. 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.