# Rebate Promotion Terms and Conditions

SCHEDULE						
Promotion	Stockland Black Friday Sale – Residential					
Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000					
Participation – general	Participation in the Promotion is available to: (a) single person participants; (b) multiple person participants; and (c) entity participants.					
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					
Registration Period	9.00AM AEDT on Friday, 15 <sup>th</sup> November 2019 to 5.00PM AEDT on Friday, 29 <sup>th</sup> November 2019					
Email Address	Community Highlands Cloverton Edgebrook Minta Grandview Mt Atkinson Waterlea Orion	Email Address highlands_mailbox@stockland.com.au cloverton@stockland.com.au edgebrook@stockland.com.au minta@stockland.com.au grandview@stockland.com.au mtatkinson@stockland.com.au Josephine.Borg@stockland.com.au matthew.petrie@stockland.com.au				
Appointment Reservation Fee	A refundable payment in the amount of \$1,000 (including GST) per sales appointment					
Sales and Information Centre	Community Highlands Cloverton Edgebrook Minta Grandview Mt Atkinson Waterlea Orion	Address  1 North Shore Drive, Craigieburn Dwyer Street & Design Way, Kalkallo Cnr Pattersons Road and Merribrook Blvd, Clyde Soliders Road (near Chase Blvd), Berwick 317 Greigs Road, Truganina 59 Greigs Road, Truganina 1 Emmeline Row, Rowville 2A Beachley Street, Braybrook				
Sales Appointments Period	11.00am AEDT on 30th November 2019 to the earlier of:					

# (a) 5.00PM AEDT Friday, 20th December 2019; and (b) the time and date on which contracts of sale have been entered into for all the residential lots and townhomes within the Qualifying Land. How to participate (a) To participate in the Promotion, each participant must during the Registration Period: email the Email Address for the participant's preferred community in which the Qualifying Land is situated. Once Stockland has received this email, it will email the participant an expression of interest form together with a price list for the Qualifying Land within the participant's preferred community; and complete and return to Stockland the expression of interest form in accordance with the directions on that form. (b) Submission of an expression of interest form does not guarantee the participant a sales appointment to purchase a residential lot or townhome within the Qualifying Land or that the participant will be entitled to the Incentive. (c) Participants are not permitted to submit more than one expression of interest form. Participants that submit more than one expression of interest form will not be entitled to participate in the Promotion. (d) Upon receipt of the expression of interest form, Stockland may allocate a sales appointment. Not all participants that submit an expression of interest form will be successful in securing a sales appointment. (e) Sales appointments will be allocated based on the time Stockland received a participant's expression of interest form (that is, sales appointments will be allocated to participants on a "first-come, firstserved" basis). Once the number of sales appointments allocated to participants reaches the maximum number of sales appointments included in the Promotion, no further sales appointments will be allocated. (f) Stockland will determine, at its absolute discretion, the maximum number of sales appointments included in the Promotion. (g) If a participant is successful in securing a sales appointment, a member of Stockland's sale team will contact the participant by telephone between 10.00am and 11.00am AEDT on Saturday 30th November 2019. The participant will be required to pay to Stockland the Appointment Reservation Fee to confirm their sales appointment. Arrangements to pay the Appointment Reservation Fee will be made during the telephone call. If the participant does not proceed to a sales appointment. their Appointment Reservation Fee is fully refundable.. If the participant fails to pay the Appointment Reservation Fee or fails to answer the

- telephone call, then they will not be eligible to participate in the Promotion.
- (h) If the participant is allocated a sales appointment, Stockland will issue a PDF contract of sale for the participant's preferred residential lot or townhome within the Qualifying Land <to the email address from which the participant's expression of interest form was received> prior to the sales appointment. The provision of a contract of sale does not create any legally binding obligations between Stockland and a participant. There will be no binding contract between Stockland and a participant unless, and until, a contract of sale has been exchanged.
- (i) All sales appointments will be held during the Sales Appointments Period at the Sales and Information Centre for the community in which the participant's desired residential lot or townhome within the Qualifying Land is situated. The exact time of each sales appointment will be confirmed during each participant's telephone call with a member of Stockland's sales team.
- (j) Stockland does not guarantee that each participant's preferred residential lot or townhome will be available for purchase during the Registration Period or the Sales Appointments Period.
- (k) Each participant is permitted to purchase only one residential lot or townhome within the Qualifying Land in the Promotion.
- (I) The participant will be required to:
  - i. sign a contract of sale; and
  - ii. pay the full deposit required under the contract of sale,

for the participant's preferred residential lot or townhome within the Qualifying Land at the sales appointment. If the participant fails to do this, then they will not be eligible to participate in the Promotion.

- (m) If a participant proceeds to exchange of contracts, their Appointment Reservation Fee will form part of the deposit payable under the contract of sale. If a participant does not proceed to exchange of contracts, their Appointment Reservation Fee will be fully refunded by Stockland.
- (n) Otherwise, to participate in the Promotion, the participant must:
  - i. comply with the terms of such contract of sale at all times and without default;
  - ii. complete such contract of sale in accordance with its terms; and
  - iii. not extend or delay, or attempt to extend or delay, settlement of such contract of sale.

## **Qualifying Land**

The residential lots and townhomes available for purchase at Stockland's residential communities as part of the Promotion are set out in **Annexure A.** 

Qualifying Land includes vacant land. For the Promoter's Vacant Land Terms and Conditions, visit https://www.stockland.com.au/product-terms-andconditions/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-andconditions/house-and-land-package-terms-andconditions Qualifying Land includes townhomes. For the Promoter's Completed Product Terms and Conditions, https://www.stockland.com.au/product-terms-andconditions/completed-product-terms-and-conditions Qualifying Land is only available until sold. Incentive(s) A rebate for the amount set out in **Annexure A** for the relevant residential lot or townhome within the Qualifying Land. The rebate will be applied to the purchase price payable by the participant to Stockland under the relevant contract of sale, and set-off the purchase price as an adjustment in favour of the participant at settlement of the relevant contract of sale. The rebate is not a price reduction. Each participant is responsible for informing their lender (if any) about the rebate. Are there limitations on There is only one Incentive available for each contract of sale. Where a participant is a multiple person Incentives? 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. Each participant is only entitled to receive one Incentive and is not permitted to receive multiple Incentives. A participant is not eligible to claim Stockland's Refer-a-Friend Incentive in addition to the Incentive. Participants who: a. as at the start of the Registration Period, have an accepted or exchanged contract of sale for a residential lot within a Stockland residential community participating in the Promotion; and

<ul> <li>b. during the Registration Period or the Sales         Appointments Period, cancel or terminate such contract of sale,     </li> </ul>	
are not eligible to receive an Incentive.	

## 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 <a href="https://www.stockland.com.au/privacy-policy">https://www.stockland.com.au/privacy-policy</a>.

## 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. 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

 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. 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, quarantee or warrant their accuracy.
- 17. 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**

- 18. Each Incentive is not transferrable, exchangeable or redeemable for cash.
- 19. 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.
- 20. Not used.
- 21. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
- 22. 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 indemnify the Promoter against any liability arising from or in connection with the Incentive.

### PART F - RECEIVING THE INCENTIVE

- 23. Each eligible participant during the Sales Appointments Period will receive an Incentive.
- 24. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
- 25. Not used.
- 26. 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.
- 27. 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.
- 28. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

### **PART G - NO LIABILITY**

- 29. 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.
- 30. 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.
- 31. 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**

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.

# **ANNEXURE A**

Stockland Community	Land or Townhome	Lot number	Rebate (including GST)
Cloverton, Kalkallo	Land	31410	\$30,000
Cloverton, Kalkallo	Land	31412	\$40,000
Cloverton, Kalkallo	Land	30611	\$40,000
Cloverton, Kalkallo	Land	30642	\$40,000
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Edgebrook, Clyde	Land	630	\$40,000
Edgebrook, Clyde	Land	642	\$40,000
Edgebrook, Clyde	Land	646	\$40,000
Edgebrook, Clyde	Land	653	\$40,000
Edgebrook, Clyde	Land	654	\$40,000
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Grandview, Truganina	Land	532	\$20,000
Grandview, Truganina	Land	533	\$20,000
Grandview, Truganina	Land	634	\$20,000
Grandview, Truganina	Land	641	\$20,000
Grandview, Truganina	Land	657	\$20,000
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Highlands, Craigieburn	Land	25502	\$30,000
Highlands, Craigieburn	Land	25504	\$30,000
Highlands, Craigieburn	Land	25515	\$30,000
Highlands, Craigieburn	Land	25539	\$30,000
Highlands, Craigieburn	Land	8	\$40,000
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Minta, Berwick	Land	136	\$25,000
Minta, Berwick	Land	301	\$25,000
Minta, Berwick	Land	335	\$25,000
Minta, Berwick	Land	349	\$25,000
Minta, Berwick	Land	347	\$25,000
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Mt. Atkinson, Truganina	Land	2100	\$20,000
Mt. Atkinson, Truganina	Land	3017	\$20,000
Mt. Atkinson, Truganina	Land	3103	\$20,000
Mt. Atkinson, Truganina	Land	7046	\$20,000
Mt. Atkinson, Truganina	Land	14023	\$20,000
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Eastside at Highlands,			407.000
Craigieburn	Townhome	130	\$25,000
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Waterlea, Rowville	Townhome	8	\$40,000
Waterlea, Rowville	Townhome	52	\$25,000

Orion, Braybrook	Townhome	2098	\$40,000
Orion, Braybrook	Townhome	2033	\$30,000
Orion, Braybrook	Townhome	2059	\$40,000
Orion, Braybrook	Townhome	2060	\$30,000
Orion, Braybrook	Townhome	2061	\$30,000