

# Rebate Promotion

## Retirement Living (Victoria and South Australia)

### Terms and Conditions

<b>SCHEDULE</b>		
<b>Promotion</b>	Stockland Black Friday Sale – Retirement Living (Victoria and South Australia)	
<b>Promoter</b>	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000	
<b>Participation – general</b>	Participation in the Promotion is available to: (a) single person participants; and (b) multiple person participants.	
<b>Participation – residency restriction</b>	Participation in the Promotion is only available to residents of <ul style="list-style-type: none"> <li>• Australia</li> </ul>	
<b>Promotion Period:</b>	9.00AM AEDT on Friday, 29 <sup>th</sup> November 2019 to 5.00PM AEDT on Friday, 20 <sup>th</sup> December 2019	
<b>Email Address</b>	<b>Community</b>	<b>Email Address</b>
	Arilla Village	<a href="mailto:jane.flynn@stockland.com.au">jane.flynn@stockland.com.au</a>
	Bundoora Retirement Village	<a href="mailto:ana.ashard@stockland.com.au">ana.ashard@stockland.com.au</a>
	Cameron Close Village	<a href="mailto:danae.konti@stockland.com.au">danae.konti@stockland.com.au</a>
	Donvale Retirement Village	<a href="mailto:natalia.volcevski@stockland.com.au">natalia.volcevski@stockland.com.au</a>
	Oak Grange Retirement Village	<a href="mailto:danae.konti@stockland.com.au">danae.konti@stockland.com.au</a>
	Templestowe Retirement Village	<a href="mailto:natalia.volcevski@stockland.com.au">natalia.volcevski@stockland.com.au</a>
	Gillin Park Retirement Village	<a href="mailto:debbie.koukoullides@stockland.com.au">debbie.koukoullides@stockland.com.au</a>
	Gowanbrae Village	<a href="mailto:mary.scott@stockland.com.au">mary.scott@stockland.com.au</a>
	The Lakes Estate	<a href="mailto:debbie.koukoullides@stockland.com.au">debbie.koukoullides@stockland.com.au</a>
	Plenty Valley Retirement Village	<a href="mailto:ana.ashard@stockland.com.au">ana.ashard@stockland.com.au</a>
	Vermont Retirement Village	<a href="mailto:vivianne.italiano@stockland.com.au">vivianne.italiano@stockland.com.au</a>
	Latrobe Village	<a href="mailto:joel.leicht@stockland.com.au">joel.leicht@stockland.com.au</a>
	Knox Village	<a href="mailto:angela.hardy@stockland.com.au">angela.hardy@stockland.com.au</a>
	Mernda Retirement Village	<a href="mailto:jane.flynn@stockland.com.au">jane.flynn@stockland.com.au</a>
	Patterson Lakes Village	<a href="mailto:Ashlee.Bell@stockland.com.au">Ashlee.Bell@stockland.com.au</a>
	Bay Village Retirement Estate	<a href="mailto:phillip.jones@stockland.com.au">phillip.jones@stockland.com.au</a>
	Hillsview Retirement Village	<a href="mailto:emily.bey@stockland.com.au">emily.bey@stockland.com.au</a>
	Salford Retirement Village	<a href="mailto:ben.mumford@stockland.com.au">ben.mumford@stockland.com.au</a>
	Somerton Park Seniors Living Community	<a href="mailto:robert.kingston@stockland.com.au">robert.kingston@stockland.com.au</a>
The Grange Retirement Estate	<a href="mailto:emily.bey@stockland.com.au">emily.bey@stockland.com.au</a>	
Unity Retirement Village	<a href="mailto:Jane.McCullough@stockland.com.au">Jane.McCullough@stockland.com.au</a>	
<b>Sales and Information Centre</b>	<b>Community</b>	<b>Address</b>
	Arilla Village	65 Gordons Road, South Morang, VIC, 3752
	Bundoora Retirement Village	100 Janefield Drive, Bundoora, VIC, 3083
	Cameron Close Village	155 Warrigal Rd, Burwood, VIC, 3125

	Donvale Retirement Village	160 Springvale Rd, Donvale, VIC, 3111
	Oak Grange Retirement Village	695-707 Hawthorn Rd, Brighton East VIC 3187
	Templestowe Retirement Village	29 Fitzsimons Lane, Templestowe, VIC, 3106
	Gillin Park Retirement Village	45 Mahoneys Road, Warrnambool, VIC, 3280
	Gowanbrae Village	1a Gowanbrae Drive, Gowanbrae, VIC, 3043
	The Lakes Estate	800 Kings Rd, Taylors Lakes, VIC, 3038
	Plenty Valley Retirement Village	208 McDonalds Rd, Epping, VIC, 3076
	Vermont Retirement Village	562-584 Burwood Hwy, Vermont Sth, VIC, 3133
	Latrobe Village	Village Dr, Reservoir VIC 3073
	Knox Village	466 Burwood Hwy, Wantirna South VIC 3152
	Mernda Retirement Village	89 Galloway Dr, Mernda VIC 3754
	Patterson Lakes Village	
	Bay Village Retirement Estate	Philip Ave, Victor Harbor, SA, 5211
	Hillsview Retirement Village	18 McHarg Rd, Happy Valley, SA, 5159
	Salford Retirement Village	1A Lyn St, Aberfoyle Park SA 5159
	Somerton Park Seniors Living Community	91 Diagonal Rd, Somerton Park SA 5044
	The Grange Retirement Estate	33 Sylvan Way, Grange SA 5022
	Unity Retirement Village	38 Taylors Road East, Aberfoyle Park, SA, 5159
<b>How to participate</b>	<p>To participate in the Promotion, each participant must:</p> <p>(a) before the expiration of the Promotion Period:</p> <ol style="list-style-type: none"> <li>a. book an appointment with a Stockland Sales Professional in relation to purchasing a unit from the list of Qualifying Homes; and</li> <li>b. make a formal reservation of the unit from the list of Qualifying Homes.</li> </ol> <p>(b) sign the relevant contractual documentation, pay the full ingoing contribution amount less the Incentive amount for the relevant Qualifying Home to the Promoter and settle under the relevant contractual documentation, within any reservation period or other relevant period the Promoter sets or otherwise applies; and</p> <p>(c) comply with any other terms and conditions of the reservation (being those set out on the reservation form to be completed).</p> <p>Stockland does not guarantee that each participant's preferred Qualifying Home will be available for purchase during the Promotion Period.</p>	
<b>Qualifying Homes</b>	<p>Qualifying Homes are the units available for purchase as part of the Promotion at the Promoter's retirement living communities as set out in <b>Annexure A</b>.</p> <p>Qualifying Homes are only available until sold.</p>	
<b>Incentive(s)</b>	<p>A rebate for the amount set out in <b>Annexure A</b> for the relevant Qualifying Home.</p>	

	<p>The rebate will be applied to the ingoing contribution payable by the participant to Stockland for the Qualifying Home under the relevant residence contract.</p> <p>The rebate is not a price reduction. Any capital gain, departure fee, deferred fee, management fee, or like amount or fee payable by or to the participant under their residence contract will be calculated based on the ingoing contribution amount stated in the participant's residence contract (being an amount that has not been reduced or impacted in any way by this Promotion).</p>
<p><b>Are there limitations on Incentives?</b></p>	<p>There is only one Incentive available for each Qualifying Home. Where a participant is a multiple person participant, (that is, where more than one person is noted as the buyer or purchaser on the relevant residence contract), then the Incentive will be offered jointly to all such persons.</p> <p>Each participant is not permitted to receive multiple Incentives. If the participant terminates their village or residence contract by exercising their rights under Stockland's "Change of Mind Money Bank Guarantee", then the participant must repay the promoter immediately in cash for the whole value of the Incentive given to the participant, or the Promoter may set off this amount against any amount owed to the participant under their village, residence or purchase contract.</p> <p>This Promotion is not available in conjunction with any other promotion or offer by Stockland or any of its related entities (except in relation to any promotion or offer which may be incorporated as part of your residence contract such as the Promoter's "Change of Mind Money Back Guarantee").</p> <p>Participants who:</p> <ul style="list-style-type: none"> <li>a. as at the start of the Promotion Period, have reservation for a unit or have entered into a residence contract for a unit within a Stockland retirement village participating in the Promotion; and</li> <li>b. during the Promotion Period, cancel or terminate such reservation or residence contract,</li> </ul> <p>are not eligible to receive an Incentive.</p>

**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 and its affiliates 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. 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**

9. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
10. 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.
11. 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.
12. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
13. The Promoter accepts no responsibility for late, lost or misdirected communications.
14. 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.

15. 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, guarantee or warrant their accuracy.
16. 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**

17. Each Incentive is 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. Not used.
20. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
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 indemnify 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. Not used.
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 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.

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 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**

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.

#### **PART I - OTHER**

32. For the purposes of these terms and conditions, a reference to purchase or sale of a home includes the lease of a home on a long term basis.

**ANNEXURE A**

<b>Stockland Retirement Village</b>	<b>State</b>	<b>Home Type</b>	<b>Unit number</b>	<b>Rebate (including GST)</b>
<b>VICTORIA</b>				
Arilla Village	VIC	Independent Living Unit	ARSC-058	\$20,000
Arilla Village	VIC	Independent Living Unit	ARSC-118	\$40,000
Bundoora Village	VIC	Independent Living Unit	BASC-075	\$20,000
Bundoora Village	VIC	Independent Living Unit	BASC-201	\$40,000
Cameron Close Village	VIC	Serviced Apartment	CCSA-245	\$20,000
Cameron Close Village	VIC	Independent Living Unit	CCSC-103	\$40,000
Cameron Close Village	VIC	Independent Living Unit	CCSC-327	\$40,000
Donvale Village	VIC	Independent Living Unit	DOSC-048	\$20,000
Gillin Park Village	VIC	Independent Living Unit	GISC-071	\$20,000
Gillin Park Village	VIC	Independent Living Unit	GISC-017	\$20,000
Gowanbrae Village	VIC	Independent Living Unit	GOSC-093	\$20,000
Gowanbrae Village	VIC	Independent Living Unit	GOSC-325	\$20,000
Knox Village	VIC	Independent Living Unit	KNSC-076	\$40,000
Knox Village	VIC	Independent Living Unit	KNSC-069	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-024	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-031	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-052	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-082	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-105	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-174	\$20,000
Latrobe Village	VIC	Independent Living Unit	LASC-185	\$40,000
Mernda Village	VIC	Independent Living Unit	MESC-061	\$20,000
Oak Grange Village	VIC	Independent Living Unit	OGSC-015	\$20,000
Oak Grange Village	VIC	Independent Living Unit	OGSC-099	\$20,000
Oak Grange Village	VIC	Independent Living Unit	OGSC-087	\$20,000
Oak Grange Village	VIC	Independent Living Unit	OGSC-110	\$20,000
Patterson Lakes Village	VIC	Independent Living Unit	PASC-403	\$20,000
Plenty Valley Village	VIC	Serviced Apartment	PVSA-422	\$20,000
Plenty Valley Village	VIC	Independent Living Unit	PVSC-317	\$20,000
Templestowe Village	VIC	Independent Living Unit	TESC-062	\$40,000
Templestowe Village	VIC	Independent Living Unit	TESC-093	\$20,000
Templestowe Village	VIC	Independent Living Unit	TESC-094	\$40,000



The Lakes Estate Village	VIC	Independent Living Unit	LKSC-031	\$20,000
The Lakes Estate Village	VIC	Independent Living Unit	LKSC-143	\$20,000
Vermont Village	VIC	Independent Living Unit	VESC-003	\$20,000
Vermont Village	VIC	Independent Living Unit	VESC-074	\$20,000
Vermont Village	VIC	Independent Living Unit	VESC-124	\$20,000
<b>SOUTH AUSTRALIA</b>				
Bay Village	SA	Independent Living Unit	BVCS 087	\$40,000
Bay Village	SA	Independent Living Unit	BVSC 102	\$40,000
Bay Village	SA	Independent Living Unit	BVSC 134	\$40,000
Grange	SA	Independent Living Unit	TGSC 013	\$40,000
Grange	SA	Independent Living Unit	TGSC 008	\$30,000
Hillsview	SA	Independent Living Unit	HLSC 152	\$30,000
Hillsview	SA	Independent Living Unit	HLSC 062	\$40,000
Hillsview	SA	Independent Living Unit	HLSC 083	\$20,000
Salford	SA	Independent Living Unit	SSSC 025	\$40,000
Salford	SA	Independent Living Unit	SSSC 028	\$30,000
Salford	SA	Independent Living Unit	SSSC 067	\$20,000
Somerton Park	SA	Independent Living Unit (New Development)	42b Chopin Road	\$40,000
Somerton Park	SA	Independent Living Unit	SOSC 005VB	\$40,000
Somerton Park	SA	Independent Living Unit	SOSC 004VP	\$30,000
Somerton Park	SA	Independent Living Apartment	SOSC 020A	\$30,000
Unity	SA	Independent Living Unit	UNSC 080	\$30,000
Unity	SA	Independent Living Unit	UNSC 012	\$20,000
Unity	SA	Independent Living Unit	UNSC 065	\$40,000