

Stockland WA \$10k Off Spring Sale 2018

– Terms and Conditions –

PART A – THE PROMOTION

1. In these Terms and Conditions and all advertisements relating to the Stockland WA \$10k Off Spring Sale promotion (collectively, **the Promotion**), “Stockland” means Stockland Development Pty Limited and its related entities and, where the context permits, includes Stockland’s employees, contractors and agents.
2. The Promotion runs from 10.00am on 1 September until 5.00pm on 30 November 2018 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

4. The Promotion applies to selected residential land lots at participating Stockland residential communities (**Qualifying Land**). The Stockland residential communities participating in the Promotion are: Amberton, Vale, Whiteman Edge, Sienna Wood, Calleya and Newhaven. For details of availability of Qualifying Land, contact the Stockland Sales and Information Centre for the relevant Stockland residential community.
5. In these Terms and Conditions ‘**Relevant Qualifying Land**’ means the Qualifying Land that:
 - (a) the Buyer is interested in purchasing; or
 - (b) the Buyer has purchased by entering into a Land Contract for such Qualifying Land.
6. This Promotion does not apply to, and Buyers will not be able to choose, alternative land that is not Qualifying Land. Qualifying Land is only available until sold.

PART C – ELIGIBLE PERSONS

7. Subject to clause 8, this Promotion is available to the person, persons or entity (**Buyer**) that:
 - (a) enters into a contract for the sale of land in respect of the Relevant Qualifying Land (**Land Contract**);
 - (b) pays to Stockland the deposit required under the Land Contract; and
 - (c) in respect of a House and Land Package only, enters into an unconditional Building Contract, during the Promotion Period, and
 - (d) 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
 - (e) completes the Land Contract in accordance with its terms; and
 - (f) 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.
8. A Buyer will not be eligible to participate in this Promotion, and will not be entitled to receive the Rebate, if:
 - (a) the Buyer, as at 1 September 2018, has an accepted contract for the sale of land (irrespective of whether such sale includes a Completed Home, Terrace Home or is part of a House and Land Package) for land within a Stockland residential community participating in the Promotion;
 - (b) the Buyer is a director, officer or employee of Stockland or a member of the immediate family of a director, officer or employee of Stockland;
 - (c) the Buyer has not complied with the other provisions of this Part C;
 - (d) entry into, or settlement of, the Land Contract is extended at the request of the Buyer or delayed as a result of the Buyer’s default; or

(e) the Land Contract is terminated or rescinded other than due to Stockland's default.

9. If, during the Promotion Period, the Buyer enters into more than one (1) Land Contract with respect to Qualifying Land, then the Buyer will be entitled to receive one (1) Rebate for each Land Contract.

PART D – COMPLETED HOMES

10. The Qualifying Land may include select completed homes and townhouses (including Visage at Calleya) (**Completed Home(s)**). For details of the availability of Completed Homes, please contact the Sales & Information Centre for the relevant Stockland residential community.

PART E – HOUSE & LAND PACKAGES

11. The Qualifying Land may include select house and land packages (**House & Land Package(s)**).

12. 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 Buyer wishing to purchase a House & Land Package will need to enter into:

(a) a Land Contract with Stockland; and

(b) 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.

13. 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:

(a) any failure by the Builder to enter into or perform the Building Contract;

(b) any delays in construction (irrespective of whether such delays are due to delays in obtaining a separate title for Qualifying Land);

(c) any defects in construction;

(d) any representations or warranties made by the Builder; or

(e) any loss suffered by the Buyer or any other person in any way arising out of or relating to the Builder or the Building Contract.

14. This Promotion does not apply to, and Buyers 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.

15. 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

16. The advertised price of Qualifying Land is only valid during the Promotion Period, and:

(a) with respect to a House & Land Package:

(i) is based on the Builder's specifications and inclusions for the house, details of which can be obtained from the Builder;

(ii) 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. Buyers should make appropriate enquiries as to the exclusions and variations with the Builder prior to purchase;

(b) 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;

(c) with respect to a Completed Home:

- (i) 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
- (ii) 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. Buyers 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;
- (d) 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. Buyers will need to pay these fees and charges separately;
- (e) is subject to adjustments under the Land Contract including, but not limited to, council rates, water rates, land tax and other statutory charges; and
- (f) 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 Buyer 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

- 17. Descriptions, illustrations, photographs or statements in any marketing or promotional material relating to this Promotion (**Advertisement**) are indicative only and may contain:
 - (a) 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
 - (b) items or inclusions which do not form part of a particular House & Land Package.
- 18. 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 Buyer or any other person who relies upon any Advertisement except for any liability which cannot be excluded by law. Buyers should make and rely upon their own independent enquiries and investigations in respect of:
 - (a) the Relevant Qualifying Land, including with respect to the full description and specifications for the House & Land Package (if applicable); and
 - (b) any facilities, amenities, services or destinations.

PART H – ENCUMBRANCES

- 19. Buyers 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**). Buyers 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 – REBATE

- 20. Subject to the terms and conditions set out in this Part, each Buyer is entitled to receive a \$10,000 rebate (**Rebate**). The Rebate includes any GST.
- 21. The Rebate will be applied to the purchase price payable by the Buyer to Stockland under the Land Contract, and set-off the purchase price as an adjustment in favour of the Buyer at settlement of the Land Contract.
- 22. The Rebate is personal to the Buyer, and is not transferable or assignable to any other person. Stockland will only offer one Rebate for each Land Contract. Where more than one person is noted as the Buyer in the Land Contract, then the Rebate will be offered jointly to all persons noted as the Buyer in the Land Contract.

PART J – BUYER'S OBLIGATIONS

23. The Buyer should obtain independent financial and legal advice as to any tax or legal implications of accepting the Rebate. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the Rebate are the sole responsibility of the Buyer.
24. The Buyer acknowledges that:
 - (a) any lender who may finance the Buyer's acquisition of the Qualifying Land may reduce any finance it provides by an amount equivalent to the Rebate; and
 - (b) stamp duty may be assessed on the full purchase price under the Land Contract notwithstanding the Rebate.
25. The Buyer must fully disclose the Rebate to any lender who may finance the Buyer's acquisition of the Relevant Qualifying Land.
26. The Buyer 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 Buyer's failure to comply with clause 25.

PART K – GENERAL TERMS

27. This Promotion is not available in conjunction with any other promotion or offer by Stockland.
28. 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.
29. 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 Buyer or any other person:
 - (a) by reason of any incorrect or incomplete information which may be communicated in the course of this Promotion;
 - (b) who relies upon the information in any Advertisement relating to this Promotion or participates in this Promotion; or
 - (c) due to the inability of Stockland to provide any aspect of this Promotion as a result of circumstances beyond Stockland's control.
30. 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.
31. These Terms and Conditions supersede any prior terms and conditions for this Promotion.
32. Stockland may, in its sole discretion, prohibit participation by a Buyer if the Buyer:
 - (a) does not comply with these Terms and Conditions;
 - (b) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to Stockland, another Buyer or potential Buyer of, or anyone else associated with, this Promotion;
 - (c) engages in conduct which is misleading, deceptive, fraudulent, or damaging to Stockland's goodwill or reputation; or
 - (d) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion.
33. Stockland's legal rights to recover damages or other compensation from a Buyer are reserved.
34. 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

35. The privacy collection notice contained in this Part 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>.
36. Stockland collects your personal information directly from you wherever practicable. Stockland may collect personal information from its related companies or other third parties.
37. 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.
38. 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.
39. 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.
40. 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 M – SOCIAL MEDIA

41. This Part applies if the Promotion is promoted on Facebook and/or Instagram.
42. A Buyer:
 - (a) releases Facebook, Inc., Facebook Ireland Ltd. and their related bodies corporate from all liability in connection with the Promotion, except for any liability which cannot be excluded by law;
 - (b) acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook;
 - (c) agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Facebook's terms and conditions of use from time to time, including Facebook's:
 - (i) Statement of Rights and Responsibilities at <https://www.facebook.com/legal/terms>;
 - (ii) Data Policy at <https://www.facebook.com/about/privacy>; and
 - (iii) Community Standards at <https://www.facebook.com/communitystandards>; and
 - (d) must not use personal timelines or friend connections when participating in the Promotion.
43. A Buyer:
 - (a) releases Instagram, LLC and its related bodies corporate from all liability in connection with the Promotion, except for any liability which cannot be excluded by law;
 - (b) acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram; and
 - (c) agrees and warrants that they have read and understood, agree to be bound by, and will not do anything that violates Instagram's terms of use from time to time.
44. Buyers 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 Buyer's breach of clauses 42 and 43.

PART N – JURISDICTION

45. These Terms and Conditions are to be governed by the law of the State of Western Australia and the parties 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.