

Melbourne Quarter East Tower Incentive (land transfer duty) 2020 Terms and Conditions

1. The promoter is Lendlease (Batman's Hill) Pty Limited (ABN 34 147 913 219) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **Promoter**). Contact number of the Promoter is 1800 718 963.
2. Only persons aged 18 years of age or older (each a **Participant**) are eligible for the incentive described in these terms and conditions (the **Incentive**).
3. The terms and conditions of the Incentive are governed by the laws of the State of Victoria, Australia, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia.
4. The following person(s) are ineligible to enter the Incentive:
 - a) employees of:
 - I. the Promoter; and
 - II. the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)) and associated agencies, companies and contractors; or
 - b) members of the Immediate Families of the employees referred to at paragraph 4(a).

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. The period when the Incentive is available commences 9am (Melbourne time) on 16 September 2020 and closes at the earlier of 5pm (Melbourne time) on 30 June 2021, the sale of all Applicable Lots (as defined below) or the withdrawal of any Applicable Lot in accordance with paragraph 12 below (the **Incentive Period**). The Promoter may extend the Incentive Period at its sole discretion (the **Extended Incentive Period**). Details of any Extended Incentive Period will be posted on www.melbournequarter.com/savings. References in these terms and conditions to the Incentive Period include any Extended Incentive Period, where applicable.
6. The Incentive only applies to the residential 1, 2 and 3 bedroom apartments at Melbourne Quarter East Tower offered by the Promoter for sale as at 16 September 2020, and not subject to a contract of sale (**Applicable Lots**).
7. Subject to the Participant's strict compliance with these terms and conditions, the Promoter will provide the Incentive in the form of
an amount equal to the amount calculated in accordance with paragraph 8 for each Applicable Lot purchased by a Participant during the Promotion Period (**Land Transfer Duty Incentive**) on the terms set out in special condition 46A of the Contract.
8. The Incentive will be calculated on the basis of the estimated amount of land transfer duty (previously known as stamp duty) payable on the transfer of the Applicable Lot from the vendor to the Participant and will be:
 - a) exclusive of any foreign purchaser additional duty (which will not be reimbursed to the Participant as part of the Incentive) and which the Participant who is also a foreign person will be required to pay to the relevant authority in respect of the sale of

- b) Applicable Lot in addition to any land transfer duty; calculated using State Revenue Office Land Transfer (Stamp) Duty Calculator - <https://www.e-business.sro.vic.gov.au/calculators/land-transfer-duty>; and
 - c) calculated based on the purchase price of each Applicable Lot (as stated in the Contract).
9. For the Participant to be eligible to receive the Incentive, each of the following must be satisfied:
 - a) the Participant must execute and deliver to the Promoter, during the Incentive Period, by way of an offer to purchase the Applicable Lot, a contract of sale for an Applicable Lot in the vendor's standard form and on terms and conditions acceptable to the Promoter and vendor in the Promoter and vendor's absolute discretion;
 - b) the Promoter and vendor elects (in the Promoter and vendor's absolute discretion) to accept the Participant's offer to purchase the Applicable Lot and signs and exchanges during the Incentive Period the contract referred to at paragraph 9a) (such a contract so executed and exchanged, a '**Contract**'); and
 - c) the Participant must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.
10. In addition to the criteria in paragraph 9, to be eligible to receive the Incentive, the Participant must give the Promoter a copy the relevant authority's' notice of assessment of land transfer duty payable on the Applicable Lot, as and when that assessment is issued.
11. The Participant must pay the land transfer duty to the relevant authority in accordance with the notice of assessment referred to at paragraph 10 within the timeframe it requires. If the Participant does not and:
 - a) the Promoter has paid the Incentive, the Participant must refund to the Promoter the Incentive within 21 days of the date that the land transfer duty was due to be paid to the relevant authority; and
 - b) the Promoter has not paid the Incentive, the Promoter is not required to pay the Incentive to the Participant and the Promotion will be deemed to be at an end in respect of that Participant and that Applicable Lot.
12. The Promoter reserves the right to withdraw any Applicable Lot from this Promotion during the Incentive Period provided that the Contract in respect of the Applicable Lot has not been executed and exchanged (as contemplated at paragraph 9b. Applicable Lots which become subject to a Contract during the Incentive Period will no longer be available for an Incentive but may be re-listed as Applicable Lots during the Incentive Period at the Promoter's absolute discretion if the sale does not proceed.
13. The Incentive is personal to the Participant and the Participant may not transfer or otherwise deal with its right to receive the Incentive to any other person.
14. The Promoter will not be obliged to pay the Incentive to the Participant if the Participant does not strictly satisfy all of these terms and conditions including, but not limited to, those conditions at paragraphs 9. For example, the Participant will not be entitled to receive the Incentive where settlement of the Contract does not occur by the date prescribed in the Contract, or where settlement is extended beyond the settlement date prescribed in the Contract (where such extension is at the request of, or due to the default of, the Participant).
15. This Incentive cannot be used in conjunction with any other incentive or promotion offer (including any rebate or discount) being offered by the Promoter or the Promoter's related

bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)) in respect of Applicable Lots during the Incentive Period, except in relation to the Promoter's incentive blinds package.

16. By delivering an executed Contract for an Applicable Lot to the Promoter during the Incentive Period, that Participant is deemed to have accepted these terms and conditions.
17. Failure by the Promoter to enforce any of its rights under these terms and conditions or a Contract does not constitute a waiver of those rights.
18. If an Applicable Lot is purchased by more than one person (whether as tenants in common or joint tenants) then the Promoter will only be liable to provide one Incentive for the one Applicable Lot purchased.
19. There is a limit of one Incentive per Applicable Lot. If a Participant purchases more than one Applicable Lot during the Incentive Period, the Participant will be entitled to an Incentive for each Applicable Lot purchased for which it strictly satisfies these terms and conditions.
20. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter and the vendor are not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Incentive. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

Melbourne Quarter East Tower Incentive (blind package) 2020 Terms and Conditions

1. The promoter is Lendlease (Batman's Hill) Pty Limited (ABN 34 147 913 219) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **Promoter**). Contact number of the Promoter is 1800 718 963.
2. Only persons aged 18 years of age or older (each a **Participant**) are eligible for the incentive described in these terms and conditions (the **Incentive**).
3. The terms and conditions of the Incentive are governed by the laws of the State of Victoria, Australia, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia.
4. The following person(s) are ineligible to enter the Incentive:
 - a) employees of:
 - I. the Promoter; and
 - II. the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)) and associated agencies, companies and contractors; or
 - b) members of the Immediate Families of the employees referred to at paragraph 4(a).

Immediate family means any of: a spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-de-facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. The period when the Incentive is available commences 9am (Melbourne time) on 16 September 2020 and closes at the earlier of 5pm (Melbourne time) on 30 June 2021, the sale of all Applicable Lots (as defined below) or the withdrawal of any Applicable Lot in accordance with paragraph 12 below (the **Incentive Period**). The Promoter may extend the Incentive Period at its sole discretion (the **Extended Incentive Period**). Details of any Extended Incentive Period will be posted on www.melbournequarter.com/savings. References in these terms and conditions to the Incentive Period include any Extended Incentive Period, where applicable.
6. The Incentive only applies to the residential 1, 2 and 3 bedroom apartments at Melbourne Quarter East Tower offered by the Promoter for sale as at 16 September 2020, and not subject to a contract of sale (**Applicable Lots**).
7. Subject to the Participant's strict compliance with these terms and conditions, the Promoter will pay for, and include in the Contract, as an inclusion, a blinds package compliant with the Owner's Corporation requirements (the **Promotion Reward**). The Promoter will ensure that the blinds package is installed at the relevant Applicable Lot on or prior to settlement of the Contract for the Applicable Lot.
8. For the Participant to be eligible to receive the Promotion Reward, each of the following must be satisfied:
 - a) the Participant must, during the Promotion Period, execute and deliver to the Promoter,

way of an offer capable of acceptance by the Promoter, a contract of sale for an Applicable Lot in the vendor's standard form of contract and on terms and conditions acceptable to the Promoter (including terms and conditions as to the Promotion Reward) in the Promoter's absolute discretion; and

b) the Promoter, in its absolute discretion, elects to accept the Participant's offer to purchase the Applicable Lot and signs and exchanges the contract referred to at paragraph 8a) signed by the Participant during the Promotion Period (such a contract so executed and exchanged, a **Contract**); and

c) the Participant must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.

9. The Promoter reserves the right to withdraw any Applicable Lot from the Promotion during the Promotion Period provided that a Participant has not executed contract of sale (as contemplated at paragraph 8b)) in respect of the relevant Applicable Lot. Applicable Lots which become subject to a Contract during the Promotion Period will be removed from the Promotion, but may be re-listed as Applicable Lots during the Promotion Period at the Promoter's absolute discretion if the sale does not proceed.
10. The Promotion Reward is personal to the Participant and the purchaser may not transfer or otherwise deal with its right to receive the Promotion Reward to any other person.
11. The Promoter will not be obliged to pay the Promotion Reward to the Participant if the Participant does not strictly satisfy all of these terms and conditions including, but not limited to, those conditions at paragraph 8. For example, the Participant will not be entitled to receive the Promotion Reward where settlement of the Contract does not occur by the date prescribed in the Contract, or where settlement is extended beyond the settlement date prescribed in the Contract (where such extension is at the request of, or due to the default of, the Participant).
12. This Promotion cannot be used in conjunction with any other promotional offer (including any rebate or discount) being offered by the Promoter or the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)) in respect of Melbourne Quarter's East Tower other than the land transfer duty incentive that may be available in respect of the Applicable Lots during the Promotion Period.
13. By entering into the Promotion and delivering an executed Contract for an Applicable Lot to the Promoter, that Participant is deemed to have accepted these terms and conditions.
14. Failure by the Promoter to enforce any of its rights under these terms and conditions or a Contract does not constitute a waiver of those rights.
15. If an Applicable Lot is purchased by more than one person (whether as tenants in common or joint tenants) then the Promoter will only be liable to provide one Promotion Reward for the one Applicable Lot purchased.
16. There is a limit of one Promotion Reward per Applicable Lot. If a Participant purchases more than one Applicable Lot during the Promotion Period, the Participant will be entitled to a Promotion Reward for each Applicable Lot purchased for which it strictly satisfies these terms and conditions
17. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the

Promotion or the Promotion Reward. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

18. The Promoter is not liable for any loss or damage in connection with any failure to provide the Promotion Reward or to provide the Promotion Reward in accordance with these terms and conditions where such failure is due to: a) the act or omission of a third party; or
b) some other cause beyond the Promoter's control, provided that the Promoter took reasonable precautions and exercised due diligence to avoid the failure.

Privacy collection statement

Lendlease (Batman's Hill) Pty Limited (ABN 34 147 913 219) ("Lendlease") and other companies in Lendlease's development, apartments and communities' businesses collect, hold and handle personal information about the individuals who are interested in our products or services or with whom we have dealings. We take steps to ensure that we only collect personal information which is relevant to our dealings with the individuals and which is reasonably necessary for our business activities. We may collect personal information from individuals through our marketing, sales, business development, operational, human resources, research or other activities and we may disclose personal information to external agents, service providers or consultants to assist in the provision of our products and services. We have a general policy to collect personal information directly from you, unless it is unreasonable or impracticable to do so. However, in some cases, personal information may be collected from third parties such as real estate agents, government bodies and other Lendlease Group entities. You may refuse to provide us with your personal information, however, if you do we may be unable to assist or provide you with our products or services or information about them.

We may disclose your personal information to other Lendlease Group entities and our third party service providers and consultants, or other entities that assist us in running campaigns or our business more generally. These entities may be located in other countries such as Australia, the United Kingdom and other countries. Where we transfer your personal information outside of your country, we take steps to ensure that your information is treated securely. You agree that the obligations imposed by privacy laws in other countries may be less stringent than the requirements established by the privacy laws in your country. Further information on how we may collect, store, use and disclose your personal information can be found in our Privacy Policy.

Our Privacy Policy can be found on our website, <http://www.lendlease.com/privacy/> or by requesting a hard copy from us. Our Privacy Policy contains information about how you may obtain access to and seek correction of personal information that we hold about you, how to make a complaint about an alleged breach of the Australian Privacy Principles, and how your complaint will be dealt with. Alternatively, for further information please contact our Privacy Officer on (02) 9236 6111, or to request a copy of our Privacy Policy please mail Group General Counsel, Lendlease, Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.