

## Melbourne Quarter East Tower Referral Promotion – 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). The contact number of the Promoter is 1800 718 963.
2. Only persons aged 18 years of age or older (each a **Participant**) are eligible to participate in the promotion described in these terms and conditions (the **Promotion**) and to receive the promotion reward described in paragraph 5 of these terms and conditions (the **Promotion Reward**).
3. The terms and conditions of the Promotion are governed by the laws of the State of Victoria, Australia, and the Promoter, each Participant and each Prospective Customer (as defined below) irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Victoria.
4. The following person(s) are ineligible to obtain the Promotion Reward:
  - 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 Family (as defined below) of the employees referred to in 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 promotion reward is two \$2,500 Visa gift cards (the **Promotion Reward**) available to each of:
  - a. the Participant; and
  - b. a friend or a family member of the Participant who is referred by the Participant to the Promoter during the Promotion Period (as defined below) if that friend or family member enters, within the Promotion Period, into a contract to purchase an Applicable Apartment (as defined below) within the Lendlease Melbourne Quarter East Tower development from the Promoter and settles on that contract (the **Prospective Customer**). A Participant cannot refer themselves as the Prospective Customer.
6. The Promotion commences at 8am on 1 July 2021 and closes at the earlier of 5pm on 30 June 2022 (Victorian time) or the sale of all Applicable Apartments (as defined below) (the **Promotion Period**). The Promoter may extend or shorten the Promotion Period at its sole

discretion (the **Revised Promotion Period**). If extended or shortened, details of any Revised Promotion Period will be posted online on the relevant Promoter's website – [melbournequarter.com/live](http://melbournequarter.com/live)

7. References in these terms and conditions to the Promotion Period include any Revised Promotion Period, where applicable.
8. Subject to strict compliance with these terms and conditions, the Participant and the Prospective Customer will each receive the Promotion Reward within 60 days of settlement of the Contract (as defined below).
9. For the Participant and the Prospective Customer to be eligible to receive the Promotion Reward, the following is required:
  - a. the Participant must complete the referral nomination form with details of the Prospective Customer, and obtain the consent of the Prospective Customer to inclusion of their details in the form, and submit the referral form to the Promoter in the Promoter's Sales and Information Centre;
  - b. the Prospective Customer must, within the Promotion Period, deliver a signed contract of sale for purchase of an apartment within the Lendlease Melbourne Quarter East Tower development (**Applicable Apartment**) in the vendor's standard form, and otherwise on terms and conditions acceptable to the vendor and the Promoter in their absolute discretion;
  - c. the Promoter, as the vendor of the Applicable Apartment, in its absolute discretion must accept the Prospective Customer's offer to purchase the Applicable Apartment and must sign and return to the vendor the contract in paragraph 9.b (a **Contract**); and
  - d. the Prospective Customer must effect settlement of the Contract in accordance with its terms by the settlement date prescribed in the Contract.
10. The Promoter reserves the right to withdraw the Promotion Reward, provided that a contract signed by the Prospective Customer has not been returned to the vendor (as contemplated at paragraph 9.b).
11. The Promotion Reward is personal to the Participant and the Prospective Customer and the Participant and the Prospective Customer may not transfer or otherwise deal with their right to receive the Promotion Reward to any other person.
12. The Promoter will not be obliged to pay the Promotion Reward to either the Participant or Prospective Customer if the Prospective Customer does not strictly satisfy the terms and conditions of the Contract. For example, the Participant and Prospective Customer will not be entitled to receive the Promotion Reward where settlement of the Contract does not occur by the date prescribed in the Contract due to the default of the Prospective Customer, or where the Prospective Customer does not proceed to settlement and nominates an alternative transferee to take title at settlement.
13. By delivering to the Promoter a completed referral form in respect of the Prospective Customer, the Participant confirms that it is deemed to have accepted these terms and conditions. By delivering to the Promoter, or the relevant vendor, a signed contract, the Prospective Customer confirms that it 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. There are two Promotion Rewards available for each Applicable Apartment. A Participant who refers a Prospective Customer who purchases an Applicable Apartment will receive one Promotion Reward (total value \$5,000) and a Prospective Customer who purchases an Applicable Apartment will receive one Promotion Reward (total value \$5,000). If the Prospective Customer for an Applicable Apartment is referred by more than one Participant, the Promoter will only be liable to provide one Promotion Reward to a Participant selected by the Promoter in the Promoter's absolute discretion. If more than one Prospective Customer comprises the purchaser of the Applicable Apartment, then one Promotion Reward will be delivered to one of the Prospective Customers, in the Promoter's absolute discretion.
16. Terms and conditions of the Promotion may change without notice. Details of updated terms will be posted online on the relevant Promoter's website – [melbournequarter.com/live](http://melbournequarter.com/live)
17. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Participant and/or Prospective Customer 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.