

Melbourne Quarter East Tower Incentive (fixed rebate and land transfer duty rebate) 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 Fixed Rebate Incentive and Land Transfer Duty Rebate Incentive described in these terms and conditions (together 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 1 July 2022 and closes at the earlier of 5pm (Melbourne time) on 31 October 2022, 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/live. 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 1 July 2022, 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:
 - a. a fixed rebate of 5% of the purchase price shown on the Contract (as defined below) (**Fixed Rebate Incentive**); and
 - b. payment of an amount equal to the amount calculated in accordance with paragraph 8 (**Land Transfer Duty Rebate Incentive**), provided by way of adjustment (reduction) at settlement of the purchase price payable by the Participant in accordance with the Contract (as defined below)

for each Applicable Lot purchased by a Participant during the Promotion Period on the terms set out in special condition 46A of the Contract.

8. The Land Transfer Duty Incentive will be the estimated amount of land transfer duty (previously known as stamp duty) payable on the transfer of the land 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 Land Transfer Duty Rebate 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 Applicable Law in addition to any land transfer duty;
 - b) calculated by an external quantity surveyor and/or other suitably qualified consultant appointed by the Promoter, with such amount notified in writing to the Participant by the Promoter before contracts for the Applicable Lot are exchanged;
 - c) calculated based on the purchase price of each Applicable Lot (as stated in the Contract); and
 - d) calculated based on the estimated land transfer duty payable in respect of the transfer of each Applicable Lot as at the date of the notice provided under paragraph 8b).

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 (including terms and conditions as to the amount and method of payment of the Incentive) 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 Land Transfer Duty Rebate Incentive, the Participant must give the Promoter prior to settlement written evidence to the satisfaction of the Promoter that payment of the transfer duty has been made.

11. 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.

12. 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.

13. 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 paragraph 8. 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).

14. 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 Promoter's rental guarantee incentive.

15. 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.
16. 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.
17. 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.
18. 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.
19. 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 Incentive. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

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.