

## Terms and Conditions including the Privacy Statement

### Terms and Conditions

1. The Promoter is Lendlease Retirement Living Management Services Pty Ltd as trustee of the Lendlease Retirement Living Management Services Trust ABN 27 588 373 389 (**Lendlease**), Registered office One Melbourne Quarter, Level 6, 699 Collins Street, Docklands VIC 3008. Contact number is 03 8699 3300.
2. Only residents of Australia aged 18 years of age or older (**Participant**) are eligible for the Promotion.
3. The following person(s) are ineligible to enter the Promotion:
  - (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. The Promotion commences and free gifts are available from 8am on Thursday 1 October 2020 until the earlier of 8am on Friday 13 November or the date that a total of 300 free gifts have been claimed (**Promotion Period**). The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on [www.talkingretirementliving.com.au](http://www.talkingretirementliving.com.au). References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
5. The 'free gift' is a Lendlease Talking Retirement Living goodie box consisting of a copy of Downsizing Made Simple (book) by Rachel Lane and Noel Whittaker and an assortment of branded collateral including tote bag, lens cloth, notebook and pen. (**Free Gift**).
6. To enter the Participant must sign-up to the Promoter's database at [www.talkingretirementliving.com.au](http://www.talkingretirementliving.com.au) during the Promotion Period.
7. For the Participant to be eligible to compete in the Promotion, the Participant must enter the Promotion:
  - (a) within the Promotion Period;
  - (b) in the strict manner specified on the entry form for the Promotion;
  - (c) by the method specified on the entry form for the Promotion; and
  - (d) with valid contact details,and agree to:
  - (e) these terms and conditions;
  - (f) the privacy statement; and
  - (g) the collection, use and disclosure of the Participant's personal information for this Promotion and for marketing activities and other business activities as described in the privacy statement.
8. Only one entry is permitted from a Participant during the Promotion Period.
9. The Free Gift is not redeemable for cash.
10. The Free Gift is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with.
11. The Promoter assumes no responsibility for lost, misplaced, destroyed or stolen Free Gifts once they are claimed.
12. The Promoter reserves the right to refuse this offer to any person and reserves the right to request winners to provide proof of age and identity and eligibility to participate in the Promotion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Free Gift in whole and no substitute will be offered.
13. 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 any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

14. As a condition of accepting a Free Gift, the winner (or the winner's parent or guardian), and any other person(s) sharing the Free Gift with the winner, may be required to sign legal documentation as and in the form required by the Promoter including but not limited to a further agreement to exclude liability of the Promoter for certain loss, damage or injury arising from the use or participation in a gift to the extent the Free Gift is or includes a recreational service or activity.
15. All entries become the property of the Promoter. All entries will be entered into a database and the entrants' names and addresses may be used as detailed in the privacy collection statement which accompanies these terms and conditions.
16. The Promoter may cancel the Promotion and not award the Free Gift(s) where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Free Gift(s). Should the Promoter cancel the Promotion the Promoter will:
  - (a) advertise that the Promotion has been cancelled by placing a notice on the Promotion's website at on [www.talkingretirementliving.com.au](http://www.talkingretirementliving.com.au);
  - (b) promptly destroy all entries received; and
  - (c) not use the personal information that any Participant has provided on the entry form.
17. All gifts are accepted entirely at the risk of the winner, and the Promoter excludes all warranties in connection with any gift to the extent permitted by law. The Promoter reserves the right to substitute any gift with a gift of equal or greater value (including where the gift is unavailable) for whatever reason, subject to approval of the gaming authorities in each State and Territory where required. The gift and/or any element of the gift must be taken as stated and cannot be varied by the winner. No compensation will be payable if the winner is unable to use their gift and/or any element of the gift as stated.
18. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a gift or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gifts, lost or stolen gifts or misuse of any gift. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
19. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant irrevocably releases Facebook from any liability arising out of out or in connection with this Promotion.
20. The Promoter reserves the right to refuse this offer to any person and reserves the right to request proof of age and identity and eligibility to participate in the Promotion. In the event that a person cannot provide suitable proof, the Promoter may deem the person ineligible to be a Participant and receive a Free Gift.
21. 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 any gift. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
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25. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury, loss or damage suffered or sustained (even caused by negligence) in connection with accepting or using a gift or participating in this Promotion, except for any liability which cannot be excluded by law. The Promoter is not responsible for defective gifts, lost or stolen gifts or misuse of any gift. All entrants release from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any gift(s) or participation in this Promotion including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

### **Privacy Statement**

Personal information you provide to Lendlease Retirement Living Holding Pty Ltd ACN 613 131 187 as trustee for the Lendlease Retirement Living Trust ABN 44 349 706 307 by completing this entry form (or otherwise providing your details) may be used for purposes related to the operation of our business including the administration of this Competition including advising you and the public if you are the winner and providing and improving our products and services and, unless you do not opt in on the entry form or you opt out by contacting us, communicating with you on an ongoing basis for market research and/or providing you with information about any products or services we think you may be interested in at Lendlease Retirement Living. This may be by any means of communication including telephone and electronic messages (e.g. email). If the information requested is not provided, you will not be able to enter the Competition.

We take steps to ensure that we only collect personal information which is relevant to our dealings with the particular individuals and which is reasonably necessary for the Competition or our other business activities.

We may disclose your personal information to other Lendlease Group entities, or a third party service provider, or other entities that assist us in running our business. We may disclose your personal information to entities located overseas. Further information on how we may disclose your personal information can be found in our Privacy Policy.

Our Privacy Policy can be found on our website, <http://www.lendlease.com/au/privacy/>. 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 at [privacy@lendlease.com](mailto:privacy@lendlease.com) or call 1800 233 066.