



Lendlease Retirement Living 2022 Promotion

Terms and Conditions

“Retire with a card up your sleeve” OR “What’s on the cards for you this year?”

\$10,000 Gift Card

1. For the purposes of the offers referred to in these terms and conditions (**Offers**), the **“Promoter”** is LLRL Management Services Pty Ltd as trustee of the LLRL Management Services Trust ABN 27 588 373 389, Registered office Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.
2. The **“Retire with a card up your sleeve”** promotion is available in relation to the independent living units and/or independent living apartments at the following participating villages (each a **Village**) operated by the Promoter (each an **Eligible Property**):

Participating Villages in New South Wales:

- (i) Henry Kendall Gardens

Participating Villages in Victoria:

- (i) Burwood Terrace
- (ii) Fiddlers Green
- (iii) Forest Hills
- (iv) Highvale
- (v) Koorootang Court Village
- (vi) Lexington Gardens

Participating Villages in Western Australia:

- (i) Homestay Village
- (ii) Parkland Villas Booragoon
- (iii) Parkland Villas Woodlands
- (iv) Woodstock West

3. The **“What’s on the cards for you this year?”** promotion is available in relation to the purchase or lease of independent living units and/or independent living apartments at the following participating villages (each a **Village**) operated by the Promoter (each an **Eligible Property**):

Participating Villages in Victoria:

- (i) Classic Residences Brighton
- (ii) Menzies Malvern
- (iii) The Brighton on Bay

4. The **Offers** are available only to the following prospective Eligible Buyers (who must be residents of Australia) (**Eligible Buyers**):

- a. The first 12 prospective Eligible Buyers to reserve an Eligible Property in New South Wales; and
 - b. The first 31 prospective Eligible Buyers to reserve an Eligible Property in Victoria; and
 - c. The first 15 prospective Eligible Buyers to reserve an Eligible Property in Western Australia, who comply with the remaining terms and conditions in this document.
5. To be eligible for the **Offers**, Eligible Buyers must pay a \$1,000 reservation fee and reserve an Eligible Property through an agent of the Promoter by 30 September 2022, and then satisfy the following conditions:
 - (i) Sign the appropriate residence agreements in the form required by the Promoter in order to allow the Eligible Buyer to reside at the relevant Village (**Agreement**) by; and
 - (ii) Complete settlement of the Eligible Property on or before 31 December 2022.
 6. Eligible Properties must be purchased at the 'reserve price' specified by the Village Manager, or higher, in order to qualify for the Offers. Any negotiated sale by the exiting resident at an amount below the specified 'reserve price' will not be eligible. This applies in addition to any other requirements in these terms for the Offers to be available.
 7. The Offers are only available for sales by the relevant Promoter's sales agents or representatives and is not available for sales by external agents and representatives.
 8. The following persons are ineligible for the Offers:
 - (i) employees of:
 - a. the Promoter; and
 - b. the Promoter's related bodies corporate (as that expression is defined in the Corporations Act 2001 (Cth)) and associated agencies, companies and contractors; and
 - (ii) members of the Immediate Families of the employees referred to in the preceding subparagraph, where "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.
 8. The Offers consist of the Promoter or a related entity providing the Eligible Buyer a The Card Network gift card (or similar) (**Gift Card**) of the value of \$10,000, after settlement of the purchase of the Eligible Property.
 9. The Offers commences at 9:00am on 1 August 2022 and closes at 5:00pm 30 September 2022 (**Campaign Period**). The Promoter may extend the Campaign Period at its sole discretion (**Extended Campaign Period**). Details of any Extended Campaign Period will be posted on www.retirementbylendlease.com.au. References in these terms and conditions to the Campaign Period include any Extended Campaign Period, where applicable.
 10. The Offers will not vary the definition or amount payable as the "purchase price", "ongoing contribution" "loan amount" or equivalent under any contract or other disclosure document provided to and/or entered into by the Promoter or its related body corporate and/or the Eligible

Buyer, including those documents referred to as the *Residence and Management Contract or Lease and Loan Agreement*.

11. The Offers are not available where the Eligible Buyer reserves an Eligible Property under the Promoter's residence agreement known as the "Pay As You Go Contract".
12. Cancelled deposits/reservations or contracts are not eligible for the Offers. The Promoter reserves the right to claim the cost of the Offers in the case of cancellation.
13. The Gift Card is not redeemable for cash and is personal to the Eligible Buyer. It cannot be transferred, exchanged or otherwise dealt with. The Promoter is not responsible for any lost or damaged gift cards. The offer cannot be claimed in conjunction with any other offer or promotion in relation to the Eligible Property.
14. By receiving these terms and conditions, verbally confirming a desire to participate in the Offers and/or accepting the Gift Card, the Eligible Buyer is deemed to have accepted these terms and conditions.
15. The Eligible Buyer will be responsible for complying with the terms and conditions imposed by the issuer of the Gift Card in relation to its storage and use. Lendlease will not be responsible for any misuse of the Gift Card by the Eligible Buyer and any consequences this may have. Lendlease does not have any direct relationship with the issuer in relation to the Gift Card.
16. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the Eligible Buyer 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 Offers. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
17. The Promoter reserves the right to cancel or withdraw the Offers at any time, in whole or in part. Should the Promoter cancel the Offers the Promoter will advertise that the Offers have been cancelled by placing a notice on www.retirementbylendlease.com.au; and
18. Our Privacy Policy can be found on our website, <http://www.retirementbylendlease.com.au/privacy-policy/>. 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 1800 550 550.