

**Lendlease Retirement Living Promotion**  
**Terms and Conditions**  
**“Live Fee Free for up to 12 months” Offer and ‘\$7000 Welcome Gift’ Offer**

1. For the purposes of the **Offer** (as defined in paragraph 2) referred to in these terms and conditions, the **‘Promoter’** is LLRL Management Services Pty Ltd as trustee of the LLRL Management Services Trust ABN 27 588 373 389 (**Lendlease**), Registered office Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.
2. These Terms and Conditions apply to two offers, being the **‘Live Fee Free for up to 12 months’ Offer** and the **‘\$7000 Welcome Gift’ Offer** which will be collectively referred to in these Terms and Conditions as the **‘Offer’**.
3. The **‘Live Fee Free for up to 12 months’ Offer** is available in relation to the purchase or lease of independent living units and/or independent living apartments and/or serviced apartments (**Eligible Property**) at the following participating villages (each a **Village**) operated by the Promoter:
  - (a) Participating Villages in New South Wales:
    - (i) Ashton Gardens
    - (ii) Brentwood Village
    - (iii) Closebourne Village
    - (iv) Coastal Waters
    - (v) Dee Why Gardens Village
    - (vi) Glenaeon Village
    - (vii) Henry Kendall Gardens
    - (viii) Lakeside Retirement Village
    - (ix) Nelsons Grove
    - (x) Lutanda Manor
    - (xi) Pittwater Village
    - (xii) Rochford Place
  - (b) Participating Villages in ACT:
    - (i) Isabella Gardens
    - (ii) The Grove Ngunnawal
  - (c) Participating Villages in Queensland:
    - (i) Allora Gardens
    - (ii) Bellflower Retirement Resort
    - (iii) Buderim Gardens
    - (iv) Eaglemount Retirement Resort
    - (v) Hibiscus Buderim Meadows
    - (vi) Hibiscus Chancellor Park
    - (vii) Hibiscus Nambour
    - (viii) Hibiscus Noosa Outlook
    - (ix) Keperra Sanctuary
    - (x) The Gardens on Lindfield
    - (xi) The Lakes Bundaberg
    - (xii) The Terraces
  - (d) Participating Villages in South Australia:
    - (i) Elliot Gardens
    - (ii) Townsend Park
    - (iii) Trinity Green
    - (iv) Vermont Estate Village

- (e) Participating Villages in Victoria:
  - (i) Abervale Village
  - (ii) Burwood Terrace
  - (iii) Caesia Gardens
  - (iv) Evelyn Ridge
  - (v) Fiddlers Green
  - (vi) Forest Hills
  - (vii) Goodwin Close
  - (viii) Heathglen
  - (ix) Highvale
  - (x) Koorootang Court Village
  - (xi) Lexington Gardens
  - (xii) Martha's Point
  - (xiii) Meadowvale
  - (xiv) Peppertree Hill
  - (xv) Port Phillip Village
  - (xvi) Sherwin Rise
  - (xvii) The Links at Waterford
  - (xviii) The Village Williamstown
  - (xix) Viewbank Gardens
  - (xx) Waterford Park
  - (xxi) Waterford Valley Lakes
  - (xxii) Waverley Country Club
  - (xxiii) Windsor Park
  - (xxiv) Woodlands Park
- (f) Participating Villages in Western Australia:
  - (i) Harbourside Village Mindarie
  - (ii) Homestay Village
  - (iii) Lakeside Village
  - (iv) Parkland Villas Booragoon
  - (v) Parkland Villas Ellenbrook
  - (vi) Parkland Villas Mandurah
  - (vii) Parkland Villas Woodlands
  - (viii) The Pines
  - (ix) Timberside Villas
  - (x) Woodstock West

4. The **'\$7000 Welcome Gift' Offer** is available in relation to the purchase or lease of independent living units and/or independent living apartments and/or serviced apartments (**Eligible Property**) at the following participating villages (each a **Village**) operated by the Promoter:

- (a) Participating Villages in New South Wales:
  - (i) Annesley Bowral
  - (ii) Ardency Aroona
  - (iii) Ardency Trebartha
  - (iv) Little Bay Apartments
  - (v) The Baytree by Ardency
- (b) Participating Villages in Victoria:
  - (i) Classic Residences Brighton
  - (ii) Menzies Malvern
  - (iii) The Brighton on Bay

5. The **Offer** is available only to the following prospective buyers (who must be residents of Australia) (**Eligible Buyers**):

- (a) The first 20 prospective Buyers to reserve an Eligible Property in Queensland, as set out

- in paragraph 6(a); and
- (b) The first 30 prospective Buyers to reserve an Eligible Property in New South Wales or ACT, as set out in paragraph 6(a); and
  - (c) The first 30 prospective Buyers to reserve an Eligible Property in Victoria, as set out in paragraph 6(a); and
  - (d) The first 15 prospective Buyers to reserve an Eligible Property in either of Western Australian or South Australia, as set out in paragraph 6(a) (for clarity: there will be only 15 total Eligible Buyers across both of these regions); and
  - (e) The first 30 prospective Buyers to reserve an Eligible Property (new development stock only) at Nelsons Grove, NSW, as set out in paragraph 6(a); and
  - (f) The first 15 prospective Buyers to reserve an Eligible Property (new development stock only) at Sherwin Rise, Victoria as set out in paragraph 6(a).
6. The Offer is available to Eligible Buyers who:
- (a) pay the applicable reservation fee or deposits required by the Village (noting that the applicable reservation fee or deposit varies between different Villages and from time to time) and reserve an Eligible Property through an agent of the Promoter by 18 January 2021;
  - (b) sign the appropriate residence agreement in the form required by the Promoter in order to allow the Buyer to reside at in the Eligible Property and at the Village, (including any sale contract and residency deed) (**Agreement**) by 17 May 2021; and
  - (c) complete settlement of the Eligible Property in accordance with the Agreement on or before 17 May 2021.
7. The Offer is only available for Eligible Buyers who reserve an Eligible Property as set out in paragraph 6(a) specifying a Base DMF Participating Contract, Base DMF Non-Participating Contract, Prepaid Plan Contract or Refundable Contribution Contract. Buyers of Pay As You Go (PAYG) and PAYG+ contract options are not eligible for the Offer.
8. The Offer is only available once in respect of an Eligible Property, regardless of the number of buyers for the Eligible Property.
9. The **Live Fee Free Offer** consists of the Promoter waiving the Buyer's obligation to pay the first 12 payments of Service Fees for the Eligible Property, up to a maximum of \$7,000.00. **Service Fees** means the monthly recurrent charges, service fees, maintenance charge, general services charge or similar otherwise payable under the Buyer's Agreement from the date that the Buyer completes settlement of the Eligible Property. For the avoidance of doubt this excludes costs such as electricity, telephone, home contents and personal property insurance and council rates assessed separately against your property. If you are purchasing title to a unit in a freehold, strata or purple title village, it includes Body Corporate Fees but excludes council rates.
10. The **Welcome Gift Offer** consists of the Promoter waiving Service Fees for the Eligible Property, to the value of \$7,000.00. **Service Fees** means the monthly recurrent charges, service fees, maintenance charge, general services charge or similar otherwise payable under the Buyer's Agreement from the date that the Buyer completes settlement of the Eligible Property. For the avoidance of doubt this excludes costs such as electricity, telephone, home contents and personal property insurance.
11. The Offer commences at 9:00am (AEDT) on Monday 12 October 2020 and closes at 5:00pm (AEDT) on Thursday 18 January 2021 or when the allocated number of Offers have been reached in a region (**Campaign Period**). The Promoter may extend the Campaign Period at its sole discretion (**Extended Campaign Period**). Details of any Extended Campaign Period will be available at the office of the Lendlease Village where an Eligible Property is located. References in these terms and conditions to the Campaign Period include any Extended Campaign Period, where applicable. This Offer will not be available to Buyers who reserve or complete settlement of an Eligible Property prior to the Campaign Period.
12. Cancelled deposits/reservations or contracts are not eligible for this Offer. Similarly, if the Buyer

changes their mind and moves out of the Village pursuant to the Lendlease Change of Mind Guarantee, then the Promoter reserves the right to deduct any money it has spent honoring the Offer from the Eligible Resident's exit payment (or otherwise claim payment of this amount in another way).

13. The Offer is only available for sales by the Promoter's sales agents or representatives and is not available for sales by external agents or representatives.
14. The following persons are ineligible for the Offer:
  - (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; and
  - (b) 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.
  - (c) Persons who have claimed any other offer promotion or campaign offered by the Promoter (with the exception of any resident referral program which may be offered by Lendlease from time to time), including but not limited to other Live Fee Free offers, Easy Move, buy-back stock incentives, aged stock incentives. For the sake of clarity, a Buyer cannot claim both the '**Live Fee Free for up to 12 months**' Offer and the '**\$7000 Welcome Gift**' Offer in respect of an Eligible Property.
15. The Promoter reserves the right to withdraw the Offer at any time. Should the Promoter cancel the Offer the Promoter will advertise that the Offer has been cancelled by placing a notice at the office of each Eligible Property.
16. The Promoter may decide not to award the Offer where circumstances beyond the promoter's reasonable control prevent the Promoter from doing so.
17. The Offer will not vary the definition or amount payable as the "purchase price", "ingoing contribution" "loan amount" or equivalent under any Agreement, contract or other disclosure document provided to and/or entered into by the Promoter or its related body corporate and/or the Buyer, including those documents referred to as the *Residence and Management Contract*, *Lease* and *Loan Agreement*.
18. Any amounts referred to in this document include any GST, unless expressly stated otherwise.
19. The Offer is not redeemable for cash and is personal to the Buyer. It cannot be transferred, exchanged or otherwise dealt with.
20. By receiving these terms and conditions, verbally confirming a desire to participate in the Offer, the Buyer is deemed to have accepted these terms and conditions.
21. Nothing in these terms and conditions is intended to exclude, restrict or modify rights which the 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 Offer. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
22. 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.