



**Lendlease Retirement Living Promotion
Terms and Conditions
Nelsons Grove “Live 6 Months Service Fee Free Offer”**

1. For the purposes of the offer 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, registered office One Melbourne Quarter, Level 6, 699 Collins Street, Docklands VIC 3008. Contact number is 03 8699 3300.
2. The ‘Live 6 Months Service Fee Free’ offer (**Offer**) is available:
 - a. in relation to the purchase of any development (not resale) stock independent living units at Nelsons Grove, 2 Newport Street, Pemulwuy NSW 2145 (**Eligible Property**);
 - b. to prospective buyers (who must be residents of Australia) who pay a \$1,000 reservation fee and reserve an Eligible Property through an agent of the Promoter by 28 November 2020 referred to below (**Buyer**), and then satisfy the following conditions:
 - i. sign the appropriate residence agreement in the form required by the Promoter in order to allow the Buyer to reside at the Village (**Agreement**); and
 - ii. complete settlement of the Eligible Property in accordance with the Agreement on or before **18 December 2020**; and
 - c. once in respect of an Eligible Property, regardless of the number of buyers for the Eligible Property.
3. The Offer consists of the Promoter paying the Buyer a Lump Sum Payment of an amount equal to six months of the Current Service Fees, where:
 - a. **Current Service Fees:** means the dollar amount of the monthly (or if paid fortnightly, the monthly equivalent) service fees, maintenance charge, general services charge or similar (as defined in the contract currently being offered for sale at the Village) payable under the current lease, residence and management contract or similar currently being offered for sale at the Village that is paid by Residents living in any development (not resale) stock independent living units on the date that you complete settlement of the Eligible Property. For the avoidance of doubt this excludes costs such as electricity, telephone, home contents and personal property insurance.
 - b. **Lump Sum Payment:** means an amount equal to the amount of the Current Service Fees multiplied by 6, which will be paid as a rebate at settlement of the Buyer’s purchase of the Eligible Property. The Buyer is responsible for paying the service fees (or equivalent) to the Village as and when the service fees fall due under their lease/residence contract (or similar).
4. The Offer commences at 9:00am on [Monday 7 September 2020] and closes at 5:00pm on [Saturday 28 November 2020] (**Campaign Period**). The Promoter may extend the

Lendlease Retirement Living Holding Pty Ltd ACN 613 131 187
as trustee for the Lendlease Retirement Living Trust ABN 44 349 706 307

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Campaign Period at its sole discretion (**Extended Campaign Period**). Details of any Extended Campaign Period will be available at the Nelsons Grove Village office. References in these terms and conditions to the Campaign Period include any Extended Campaign Period, where applicable.

5. Cancelled deposits/reservations, Agreements or contracts are not eligible for the Offer. The Promoter reserves the right to claim the cost of the applicable Offer in the case of cancellation. Similarly, if the Buyer changes their mind and moves out of the Eligible Property pursuant to the Lendlease Change of Mind Guarantee, then the Promoter reserves the right to claim the cost of the applicable Offer.
6. The Offer is only available for sales of an Eligible Property by the Promoter's sales agents or representatives and is not available for sales by external agents or representatives.
7. 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 sub-paragraph, 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 Promoter may decide not to award the Lump Sum Payment where circumstances beyond the Promoter's reasonable control prevent the Promoter from providing the Lump Sum Payment.

The Promoter reserves the right to withdraw the Offer at any time. Should the Promoter do so, the Promoter will place a notice of such cancellation at the office of Lendlease Village listed above in the description of Eligible Property.

9. The Offer will not vary the definition or amount payable as the "purchase price", "incoming 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*.
10. Any amounts referred to in this document include any GST, unless expressly stated otherwise.
11. The Offer is not redeemable for cash and are personal to the Buyer. The Offer cannot

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be transferred, exchanged or otherwise dealt with.

12. By receiving these terms and conditions, verbally confirming a desire to participate in the applicable Offer and/or accepting the benefits under the applicable Offer, the Buyer is deemed to have accepted these terms and conditions.
13. 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 Offers. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
14. 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.

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