

Sherwin Rise Retirement Village – Selected Properties in Stage 1 2021 Promotion

Terms and Conditions

\$10,000 housewarming promotion 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 Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.
2. The \$10,000 housewarming promotion (**Offer**) is available in relation to independent living units numbered 119, 121, 122 and 137 to 140 (inclusive) within Stage 1 at Sherwin Rise Retirement Village, in Wollert Victoria operated by the Promoter (**Eligible Property**).
3. The Offer is available only to the first 5 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 within the Campaign Period referred to below (**Eligible Buyer**), 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 village (**Agreement**) by 30 November 2021; and
 - (ii) Complete settlement of the Eligible Property on or before 30 December 2021.
4. Eligible Properties must be purchased at the ‘list price’ specified by the Sales Manager, in order to qualify for the Offer.
5. The Offer is only available for sales by the relevant Promoter’s sales agents or representatives and is not available for sales by external agents and representatives. The following persons are ineligible for the Offer:
 - (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 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.
6. The Offer commences at 9:00am on 4 October 2021 and closes at 5:00pm on 30 November 2021 (**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.
7. The Offer consists of the Promoter or a related entity providing the Eligible Buyer a Visa gift card (or similar) (**Gift Card**) of the value of \$10,000, after settlement of the purchase of the

Eligible Property.

8. The Offer will not vary the definition or amount payable as the “purchase price”, “incoming 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, Lease and Loan Agreement*.
9. This Offer is not available where the Eligible Buyer reserves an Eligible Property under the Promoter’s residence agreement known as the “Pay As You Go Contract”.
10. Cancelled deposits/reservations or contracts are not eligible for the Offer. The Promoter reserves the right to claim the amount of the Gift Card in the case of cancellation.
11. The Promoter reserves the right to recover the Gift Card or the full amount of the Gift Card from the Eligible Buyer if the Eligible Buyer exercises the Lendlease ‘Change of Mind Guarantee’ under the residence contract (Agreement) within the first 6 months of the Eligible Buyer occupying the Eligible Property.
12. 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.
13. By receiving a copy of these terms and conditions, verbally confirming a desire to participate in the Offer and/or accepting the Gift Card, the Eligible Buyer is deemed to have accepted these terms and conditions.
14. 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. The Promoter will not be responsible for any misuse of the Gift Card by the Eligible Buyer and any consequences this may have. The Promoter does not have any direct relationship with the issuer in relation to the Gift Card.
15. 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 Offer. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
16. The Promoter reserves the right to cancel or withdraw the Offer at any time, in whole or in part. Should the Promoter cancel the Offer the Promoter will advertise that the Offer has been cancelled by placing a notice on www.retirementbylendlease.com.au.
17. 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.