

Toorak Park 'Try Before You Buy' - Promotion Terms & Conditions

1. The promoter is Lendlease Apartments (Armada) Pty Limited ACN 134 727 727 of Level 14, Tower 3, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the **Promoter**). Contact telephone number of the Promoter is 03 9643 000.
2. Only persons aged 18 years of age or older (each a **Participant**) are eligible for the promotion described in these terms and conditions (the **Promotion**).
3. The terms and conditions of the Promotion are governed by the laws of the State of Victoria, Australia, and the Promoter and each Participant irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Victoria.
4. The following person(s) are ineligible to obtain 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 Family (as defined below) of the employees referred to in paragraph 4.a.

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.
5. The Promotion commences at 9am on Saturday 29 September 2017 and closes at 5pm on 20 December 2017 (Melbourne time) (the **Promotion Period**). The Promoter may extend the Promotion Period at its sole discretion (the **Extended Promotion Period**). If extended, details of any Extended Promotion Period will be posted on www.toorakpark.com/terms.pdf.
6. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
7. Subject to the Participant's compliance with these terms and conditions, a potential purchaser of a Lendlease apartment at Toorak Park - 590 Orrong Road, Armadale will have the opportunity to "try before you buy". That is, the Promoter will allow a prospective purchaser to see and feel what it is like to live in an apartment at Toorak Park - 590 Orrong Road, Armadale before the potential purchaser makes a decision to sign a contract for purchase of an apartment. Participation in the Promotion does not commit a Participant to purchase an apartment.
8. Further details of the Promotion are as follows:

- a. the apartment that is proposed to be used in the Promotion is an apartment at Toorak Park - 590 Orrong Road Armadale, which is either one of Lendlease-owned apartments selected by the Promoter, or an apartment selected and leased by the Promoter;
 - b. a Participant will not be required to pay any rent or outgoings to participate in the Promotion;
 - c. the Promoter will decide in its absolute discretion whether a Participant is eligible to participate in the Promotion;
 - d. a Participant will be requested to complete a marketing survey after participating in the Promotion;
 - e. a Participant, once deemed eligible by the Promoter, will need to book with the Promoter a time period in the apartment for “try before you buy”, with bookings dependent on availability; and
 - f. subject to availability, the apartment will be made available to a Participant to “try before you buy” for a period commencing on Wednesday (from 10 am) and expiring the following Monday (at 10 am).
9. For the Participant to be eligible to participate in the Promotion, the following are required:
 - a. the Participant must be pre-approved by the Promoter;
 - b. the Participant must be interested in buying an apartment available for sale from Lendlease at Toorak Park - 590 Orrong Road Armadale, and must deposit with the Promoter a \$5,000 holding deposit on the apartment;
 - c. the \$5,000 holding deposit will be available for use as security in case of any damage by the Participant to the apartment used in the Promotion or furnishings;
 - d. the Participant must deliver a signed a signed licence agreement in respect of the apartment in Promoter’s standard form, and otherwise on terms and conditions acceptable to the Promoter in their absolute discretion; in the event of any inconsistency between the terms of the licence agreement and these terms and conditions, the terms of the licence agreement prevail; and
 - e. the Promoter must sign and return to the Participant the licence agreement in paragraph 9.d (which the Promoter may do in their absolute discretion).
10. The Promoter reserves the right to withdraw the apartment used in the Promotion for some or all of the Promotion Period, in the Promoter’s absolute discretion. Each Participant is entitled to participate in the Promotion once.
11. Ability of the Promoter to make the apartment available to a Participant during the Promotion Period on particular days preferred by the Participant is subject to availability of the apartment on those days.
12. The Promotion is personal to the Participant and the Participant may not transfer or otherwise deal with its right to receive the Promotion to any other person.

13. By delivering an executed licence agreement in paragraph 9.d, the Participant confirms that it is deemed to have accepted these terms and conditions.
14. 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 the Promotion. Any condition or warranty which would be implied by law into these terms and conditions is excluded.
15. The Promoter is not liable for any loss or damage in connection with any failure to provide the Promotion or to provide the Promotion in accordance with these terms and conditions where such failure is due to:
 - a. the act or omission of a third party; or
 - b. some other cause beyond the Promoter's control, provided that the Promoter took reasonable precautions and exercised due diligence to avoid the failure.

Privacy Collection Statement

Lendlease Apartments (Armadale) Pty Limited ACN 134 727 727 and other companies in Lendlease's development, apartments and communities' businesses collect, hold and handle personal information about the individuals who are interested in our products or services or with whom we have dealings. 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 our business activities.

We may collect personal information from individuals through our marketing, sales, business development, operational, human resources, research or other activities and we may disclose personal information to external agents, service providers or consultants to assist in the provision of our products and services.

We have a general policy to collect personal information directly from you, unless it is unreasonable or impracticable to do so. However, in some cases, personal information may be collected from third parties such as real estate agents, government bodies and other Lendlease Group entities.

You may refuse to provide us with your personal information, however, if you do we may be unable to assist or provide you with our products or services or information about them.

We may disclose your personal information to other Lendlease Group entities and our third-party service providers and consultants, or other entities that assist us in running campaigns or our business more generally. These entities may be located in other countries such as Australia, the United Kingdom and other countries. Where we transfer your personal information outside of your country, we take steps to ensure that your information is treated securely. You agree that the obligations imposed by privacy laws in other countries may be less stringent than the requirements established by the privacy laws in your country. Further information on how we may collect, store, use and disclose your personal information can be found in our Privacy Policy.

Our Privacy Policy can be found on our website, <http://www.lendlease.com/privacy/> or by requesting a hard copy from us. 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 (02) 9236 6111, or to request a copy of our Privacy Policy please mail Group General Counsel, Lendlease, Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000.