

Stockland Refer a Friend Promotion

Terms and Conditions

SCHEDULE		
No.	Promotion	Stockland Refer a Friend Promotion
1.	Promoter	Stockland Development Pty Limited ABN 71 000 064 835 Level 25, 133 Castlereagh Street, Sydney, NSW 2000 02 9035 2000 (or a related entity of the Promoter)
2.	Participants	The following two groups of participants are permitted to participate in this Promotion: (a) Referring Participants; and (b) Referred Participants. The requirements for Referring Participants and Referred Participants are set out at items 8 and 9 respectively.
3.	Participation – general	Each participant (regardless of whether such participant is a Referring Participant or a Referred Participant) is eligible to participate as: (a) a single person participant; (b) a multiple person participant; and (c) an entity participant.
4.	Participation – residency restriction	For single person participants, participation in the Promotion is only available to residents of Australia. For multiple person participants, at least one participant must be a resident of Australia.
5.	Participation – age restriction	For single person participants, participation in the Promotion is only available to persons over 18 years of age. For multiple person participants, at least one participant must be over 18 years.
6.	Value	The value of the incentive will be: (a) \$1,000 (including GST) for QLD masterplanned land, home and townhome sales; (b) \$1,000 (including GST) for WA masterplanned land, home and townhome sales; (c) \$2,000 (including GST) each for VIC masterplanned land, home and townhome sales; (d) \$5,000 (including GST) for NSW masterplanned land, home, townhome and apartment sales; or (e) \$1,000 (including GST) for homes within a Stockland Halcyon land lease community where the Promoter is the home seller or resale agent.
7.	Promotional Period	9:00AM AEST on 1 July 2024 with respect to Stockland masterplanned communities and 30 September 2024 with respect to Stockland Halcyon land lease communities, to the earlier of: (a) 5:00PM AEST on 30 June 2025; and (b) the time and date on which (as the case may be): (i) Home Purchase Agreements have been entered into for all sites within the Qualifying Land; or (ii) contracts for sale have been entered into for all the residential lots within the Qualifying Land.

		<p>The Promoter reserves its right to extend the Promotional Period without notice.</p> <p>The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.</p>
8.	<p>How to participate for Referring Participants</p>	<p>To participate in the Promotion, each Referring Participant must:</p> <ul style="list-style-type: none"> (a) as at the commencement of the Promotional Period, be the owner of: <ul style="list-style-type: none"> (i) a Home within a Stockland Halcyon land lease community; or (ii) a residential lot within a Stockland masterplanned community; or (b) as at the commencement of the Promotional Period, have exchanged (but not settled) a: <ul style="list-style-type: none"> (i) Home Purchase Agreement and paid the full deposit amount required under the Home Purchase Agreement for the purchase of a home within a Stockland Halcyon land lease community; (ii) contract of sale and paid the full deposit amount required under such contract of sale for the purchase of a lot or lots within a Stockland masterplanned community; or (iii) resale agreement and paid the full deposit amount required under the resale agreement for the purchase of a home within a Stockland Halcyon land lease community, where the Promoter is the representative agent for the resale; or (c) during the Promotional Period, exchange a: <ul style="list-style-type: none"> (i) Home Purchase Agreement and pay the full deposit amount required under the Home Purchase Agreement for the purchase of a home within a Stockland land lease community; or (ii) contract of sale and pay the full deposit amount required under such contract of sale for the purchase of a lot or lots within a Stockland masterplanned community; or (iii) resale agreement and pay the full deposit amount required under the resale agreement for the purchase of a home within a Stockland Halcyon land lease community, where the Promoter is the representative agent for the resale; and (d) during the Promotional Period, refer a new customer to the Promoter by completing and signing the Promoter's referral form (which can be obtained from https://www.stockland.com.au/halcyon-communities/buying-and-selling/referral for Stockland Halcyon land lease communities or https://www.stockland.com.au/residential/refer-a-friend for Stockland masterplanned communities) and providing it to the Referred Participant. <p>The Referring Participant acknowledges and agrees that:</p> <ul style="list-style-type: none"> (a) the Referred Participant must comply with the relevant 'How to Participate' section of the Schedule; and (b) if the Referred Participant has exchanged but not completed a Home Purchase Agreement, contract of sale, or resale agreement (as the case may be), they must: <ul style="list-style-type: none"> (i) comply with the terms of such agreement at all times and without default; (ii) complete such agreement in accordance with its terms; and <p>not extend or delay, or attempt to extend or delay, settlement of such agreement.</p>

9.	How to participate for Referred Participants	<p>To participate in the Promotion, each Referred Participant must:</p> <ul style="list-style-type: none"> (a) not be an existing Stockland customer (including (but not limited to) previous or current home owners, residents, or customers that are on the Promoter's existing land lease community or masterplanned community database); (b) during the Promotional Period: <ul style="list-style-type: none"> (i) complete and sign the Promoter's Referral Form, after receiving such Referral Form from the Referring Participant; (ii) deliver the completed and signed Referral Form to the Promoter in person at the relevant community's sales centre or by email to the relevant community's email address; (iii) enter into a: <ol style="list-style-type: none"> 1. Home Purchase Agreement for a home within the Qualifying Land; 2. contract of sale for a lot or lots within the Qualifying Land; or 3. resale agreement for a home within a Stockland Halcyon land lease community, where the Promoter is the representative agent for the resale; and (iv) pay the full deposit required under such Home Purchase Agreement, contract of sale, or resale agreement (as the case may be); and (c) comply with the terms of such Home Purchase Agreement, contract of sale, or resale agreement (as the case may be) at all times and without default; (d) complete such Home Purchase Agreement, contract of sale, or resale agreement (as the case may be) in accordance with its terms; and (e) not extend or delay, or attempt to extend or delay, settlement of such Home Purchase Agreement, contract of sale, or resale agreement (as the case may be). <p>For clarity, the signed Referral Form must be provided to the Promoter before the Referred Participant enters into a Home Purchase Agreement, contract for sale, or resale agreement.</p>
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10.	Qualifying Land	<p>Subject to any listed exclusions, Qualifying Land includes all:</p> <ul style="list-style-type: none"> (a) sites available in any active Stockland Halcyon land lease community during the Promotional Period; and (b) residential lots available for purchase at any active Stockland masterplanned community during the Promotional Period. <p>Qualifying Land is only available until sold.</p> <p>Exclusions</p> <p>This promotion excludes Stockland’s Haven residential community until 5:00PM ADST 31 October 2024 (or such later time as Stockland in its absolute discretion decides).</p> <p>Terms and Conditions</p> <p>Qualifying Land may include vacant land. For the Promoter’s Vacant Land Terms and Conditions, visit: https://www.stockland.com.au/product-terms-and-conditions/vacant-land-terms-and-conditions</p> <p>Qualifying Land may include house and land packages. For the Promoter’s House and Land Package Terms and Conditions, visit: https://www.stockland.com.au/product-terms-and-conditions/house-and-land-package-terms-and-conditions</p> <p>Qualifying Land may include completed residential products. For the Promoter’s Completed Product Terms and Conditions, visit: https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions</p> <p>Qualifying Land may include townhomes. For the Promoter’s Completed Product Terms and Conditions, visit: https://www.stockland.com.au/product-terms-and-conditions/completed-product-terms-and-conditions</p>
11.	Incentive(s)	<p>A Visa digital gift card for the Value will be granted to each of the Referring Participant and the Referred Participant, subject to both the Referring Participant and the Referred Participant complying with these terms and conditions.</p> <p>The gift card supplier’s terms and conditions can be viewed at https://truerewards.com.au/visa-gift-card-terms. The digital gift card is valid for the period advertised on the card, being created and outlined on the email containing the digital gift card is delivered, and will expire on the date indicated on the face of the digital gift card as shown in Your True Rewards App.</p> <p>The gift card cannot be used in certain retail outlets. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in relation to, the use of the gift card, or for any card faults or defects or if the participant is unable to use the gift card for any reason including if the gift card is damaged or lost.</p> <p>Each participant is responsible for informing their lender (if any) about the gift card.</p>

<p>12.</p>	<p>Are there limitations on Incentives?</p>	<p>Subject to both the Referring Participant and the Referred Participant complying with these terms and conditions, the Incentive will be issued on the later of completion of the Referred Participants and / or (if applicable) Referring Participant's:</p> <ul style="list-style-type: none"> (i) Home Purchase Agreement; (ii) contract of sale; or (iii) resale agreement. <p>The Incentive may only be claimed once by a Referred Participant (including where the Referred Participant is a multiple person participant). Where a participant is a multiple person participant, (that is, where more than one person is noted as the home buyer on the relevant Home Purchase Agreement or resale agreement or purchaser on the relevant contract of sale), then the Incentive will be offered jointly to all such persons. This is the case regardless of how many lots a Referred Participant purchases (i.e. if a Referred Participant concurrently purchases multiple lots within the Qualifying Land, the Referred Participant will only receive one Incentive).</p> <p>A Referring Participant is permitted to receive multiple Incentives during the Promotional Period subject to both the Referring Participant and the Referred Participant complying with these terms and conditions (i.e. if a Referring Participant refers multiple Referred Participants and these Referred Participants complete a Home Purchase Agreement, contract of sale, or resale agreement, the Referring Participant may receive an Incentive with respect to each relevant eligible completed agreement).</p> <p>Referring Participants who:</p> <ul style="list-style-type: none"> (a) as at the start of or during the Promotional Period, have an accepted or exchanged: <ul style="list-style-type: none"> (i) Home Purchase Agreement for a home within a Stockland Halcyon land lease community; (ii) contract of sale for the purchase of a lot or lots within a Stockland masterplanned community; or (iii) resale agreement for a home within a Stockland Halcyon land lease community, where the Promoter is the representative agent for the resale; and (b) during the Promotional Period, cancel or terminate such agreement, are not eligible to receive an Incentive. <p>Referred Participants who:</p> <ul style="list-style-type: none"> (a) as at the start of or during the Promotional Period, have an accepted or exchanged: <ul style="list-style-type: none"> (i) Home Purchase Agreement for a home within a Stockland Halcyon land lease community; (ii) contract of sale for the purchase of a lot or lots within a Stockland masterplanned community; or (iii) resale agreement for a home within a Stockland Halcyon land lease community, where the Promoter is the representative agent for the resale; and (b) during the Promotional Period, cancel or terminate such agreement, are not eligible to receive an Incentive. <p>If a participant, assigns its rights under the relevant agreement or nominates a new purchaser to complete (settle) the agreement, the participant will not be eligible to receive the Incentive.</p>
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13.	Collection of Incentives	Each Referring Participant and Referred Participant will receive their Incentive by email and SMS within six weeks of the date on which the Incentive is allocated to the Referring Participant and Referred Participant after settlement of both the Referring Participant's purchase (if applicable) and the Referred Participant's purchase.
14.	Evidence Requirements	In the event that the Participant acquired a lot in a masterplanned community referenced in Annexure A prior to Stockland acquiring that masterplanned community, the Participant must provide evidence by way of a contract of sale settled with the previous developer as set out in Annexure A.

Participants should pay particular attention to:

- any unusual or onerous restrictions on the method of participation, if any (see the “How to participate” section of the Schedule and Part D of these terms and conditions); and
- the Promoter’s limitation of liability (see Part G of these terms and conditions).

PART A - INTRODUCTION

1. Information on how to participate in the Promotion and Incentive details form part of these terms and conditions.
2. By participating in the Promotion, participants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, these terms and conditions include the Schedule above.
3. Participants must comply with these terms and conditions to participate in the Promotion.
4. Where there is an inconsistency between the Schedule and Parts A to H of these terms and conditions, the Schedule will prevail.

PART B - PRIVACY AND COLLECTION NOTICE

5. The Promoter will collect and use each participant’s personal information for the purposes of:
 - (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
 - (b) providing information to the participant about the products and services offered by the Promoter and its related companies; and
 - (c) research to improve its products and services.
6. By participating in the Promotion, participants consent to the use of their personal information as described in clause 5.
7. Participants may access, change and/or update their personal information in accordance with the Promoter’s privacy policy <https://www.stockland.com.au/privacy-policy>.

PART C - WHO CAN PARTICIPATE IN THE PROMOTION

8. If the Schedule permits participants to be under the age of 18 years, such participants must seek permission from their parent or guardian to participate. If the participant is under 18 years of age, the Incentive will be provided to the participant’s parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and companies with existing arrangements with the Promoter are not eligible to participate. Immediate families means spouse, ex-spouse, de facto partner,

ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

10. The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.

PART D – HOW TO PARTICIPATE IN THE PROMOTION

11. To participate in the Promotion, each participant must comply with the 'How to Participate' section of the Schedule.
12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Promotion of all participants. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information that is reasonably requested by the Promoter.
13. The Promoter reserves the right, in its sole discretion, to disqualify any participant who has:
 - (a) provided incomplete, indecipherable and/or offensive material as part of their participation in the Promotion,
 - (b) breached any of these terms and conditions; and/or
 - (c) contravened any applicable laws or regulations or otherwise engaged in unlawful or improper conduct.
14. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
15. The Promoter accepts no responsibility for late, lost or misdirected communications.
16. If participation in the Promotion is online, by telephone or SMS, the Promoter assumes no responsibility for any failure to receive any information or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
17. If participation in the Promotion requires access to Facebook, participants acknowledge and agree that use of Facebook is subject to Facebook's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Facebook, including any decision by Facebook to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Facebook as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.
18. If participation in the Promotion requires access to Instagram, participants acknowledge and agree that use of Instagram is subject to Instagram's terms and conditions. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Instagram, including any decision by Instagram to remove or not remove any content, except for liability which cannot be excluded by law. The opinions and images uploaded on Instagram as part of this Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy.

PART E - INCENTIVES

19. Each Incentive is not transferrable, exchangeable or redeemable for cash.

20. If any Incentive is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Incentive with an incentive of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
21. Once the Incentive has left the Promoter's premises, the Promoter takes no responsibility for the Incentive being damaged, lost or stolen.
22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.
23. The participant's use of the Incentive is entirely at their own risk. Before the Incentive is provided, the receiver of the Incentive may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from or in connection with the Incentive.

PART F – RECEIVING THE INCENTIVE

24. Each eligible participant during the Promotional Period will receive an Incentive subject to both the Referring Participant and the Referred Participant complying with these terms and conditions.
25. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
26. It is the responsibility of each participant to comply with the Promoter's instructions on how to collect their Incentive as outlined in the "Collection of Incentives" section of the Schedule.
27. The Promoter reserves the right to request each participant to provide proof of their identity and/or proof that they were responsible for participating in the Promotion.
28. Each participant agrees to participate and cooperate, as required, in all publicity activities relating to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. Each participant authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
29. It is the responsibility of each participant to notify the Promoter of any change to their contact details.

PART G - NO LIABILITY

30. Any Incentive supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Incentive may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with this Promotion or the use or taking of any Incentive except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
31. If participation in the Promotion is via Facebook or if the Promotion is promoted on Facebook, the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook and each participant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:
 - (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or any other social network; and
 - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or any other social network.

32. If participation in the Promotion is via Instagram or if the Promotion is promoted on Instagram, the Promotion is in no way sponsored, endorsed, administered by or associated with Instagram and each participant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Promotion. Participants acknowledge and agree that:
- (a) any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram or any other social network; and
 - (b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram or any other social network.

PART H - TERMINATION OF PROMOTION

33. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any participant or other person, subject to applicable laws.

Annexure A - Evidence Requirements

Masterplanned Community	Previous Developer
The Gables	EJC Box Hill Pty Ltd EJCA Box Hill Pty Ltd EJCB Box Hill Pty Ltd EJCD Box Hill Pty Ltd EJCE Box Hill Pty Ltd EJCF Box Hill Pty Ltd EJCG Box Hill Pty Ltd EJCI Box Hill Pty Ltd
Lakeside	SH Camden Lakeside Pty Ltd (as trustee for SH Camden Lakeside Unit Trust)
Providence	Daleswan Pty Ltd
Grand Central	New Sky Group Pty Ltd