

# Waratah Highlands

## Friends to Neighbours Promotion

### Terms and Conditions

<b>SCHEDULE</b>	
<b>Promotion</b>	Levande Friends to Neighbours
<b>Village</b>	Levande Waratah Highlands Retirement Village
<b>Promoter</b>	Levande Pty Ltd ABN 80 087 648 691 Address: Level 18, 9 Castlereagh Street, Sydney, NSW 2000 Phone: 1800 466 939
<b>Participants</b>	The following two groups of participants are eligible to participate in this Promotion: (a) Residents of the Village ( <b>Referring Participants</b> ); and (b) Prospective residents of the Village, who are a friend of a Referring Participant ( <b>Referred Participants</b> ).
<b>Participation – residency restriction</b>	Participation in the Promotion is only available to residents of Australia.
<b>Participation – age restriction</b>	Participation in the Promotion is only available to persons over 65 years of age.
<b>Promotional Period</b>	9:00AM AEST on 1 July 2024 to 11:59PM AEST on 30 June 2025.
<b>How to participate for Referring Participants</b>	To participate in the Promotion, each Referring Participant, during the Promotional Period, must: (a) be the owner of a residential premises at the Village; (b) refer a prospective resident to the Promoter by completing and signing the Promoter’s Referral Form with the Referred Participant (Referral Form available at <a href="https://www.levande.com.au/news/friends-to-neighbours-program-waratah-highlands/">https://www.levande.com.au/news/friends-to-neighbours-program-waratah-highlands/</a> ); (c) ensure that the Referred Participant: (i) hand delivers or emails the Referral Form (completed and signed by both Participants) to the Promoter’s sales professional at the Village’s Sales Office; and (ii) complies with the terms and conditions of the ‘How to participate for Referred Participants’ section of the Promotion.

<p><b>How to participate for Referred Participants</b></p>	<p>To participate in the Promotion, each Referred Participant, during the Promotional Period, must:</p> <ul style="list-style-type: none"> <li>(a) not be a resident or employee (previous or current) or on Levande's customer database;</li> <li>(b) in conjunction with the Referring Participant, complete, sign and return the Promoter's Referral Form to the Promoter's sales professional at the Village's Sales Office by hand delivery or email;</li> <li>(c) enter into and settle a residence contract for the purchase of residential premises in the Village after the submission of the Promoter's Referral Form in accordance with (b) above.</li> </ul>
<p><b>Incentive</b></p>	<p>\$2,000.00 including GST (if applicable).</p>
<p><b>Receipt of Incentives</b></p>	<p>Subject to the Referring Participant and the Referred Participant both fully complying with these terms and conditions, the Incentive will be paid to each Participant's nominated account within 60 days of the entry date under the Referred Participant's residence contract for the purchase of a residential premises in the Village.</p> <p>Participants are responsible for notifying the Promoter in writing of the correct bank account details for receipt of the cash payment.</p>
<p><b>Limitations on Incentives</b></p>	<p>There is no limitation on the number of times a Referring Participant may participate in this Promotion. However, a Referring Participant may only receive one Incentive per Referred Participant.</p> <p>A Referred Participant may only receive one Incentive under this Promotion.</p> <p>If a Referred Participant or a Referring Participant consists of more than one person, then the Incentive is to be shared equally amongst those participants.</p> <p><b>In the event a Referred Participant rescinds or otherwise terminates their Residence Contract within 6 months of entry date, the Incentive will be forfeited to the Promoter, who will deduct the Incentive amount from the Referred Participant's exit entitlement.</b></p>

## **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 all of 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 prevails.

## **PART B - PRIVACY AND COLLECTION NOTICE**

5. The Promoter will collect and use each participant's personal information for:
  - (a) conducting the Promotion (which may include disclosure to third parties) 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.levande.com.au/privacy-collection-notice/>.

## **PART C - WHO CAN PARTICIPATE IN THE PROMOTION**

8. Directors and employees (and the immediate family of those Directors and employees) of the Promoter or its related companies or agencies and companies with existing arrangements with the Promoter are not eligible to participate. Immediate family means a spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
9. 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**

10. To participate in the Promotion, each participant must comply with the relevant 'How to Participate' section of the Schedule.
11. The Promoter reserves the right, at any time, to request verification of the age, identity, address or any other information of a participant to conduct the Promotion. The Promoter reserves the right to disqualify any participant who provides false information or fails to provide information in a timely manner that is reasonably requested by the Promoter.

12. 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.
13. The eligibility of participants to receive an Incentive is solely within the discretion of the Promoter.
14. The Promoter accepts no responsibility for late, lost or misdirected communications.
15. 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 issues, including security breaches. If such issues arise, then the Promoter may modify, cancel, terminate or suspend the Promotion.
16. 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 arising from the Facebook's conduct, including any decision by Facebook to remove or not remove any content. 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.
17. 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 arising from Instagram's conduct, including any decision by Instagram to remove or not remove any content. 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**

18. All taxes (excluding GST, if any) which may be payable as a consequence of receiving an Incentive are the sole responsibility of each participant.

#### **PART F – RECEIVING THE INCENTIVE**

19. Each eligible participant during the Promotional Period will receive an Incentive.
20. The eligibility of participants to receive the Incentive is solely within the discretion of the Promoter.
21. It is the responsibility of each participant to comply with the Promoter's instructions on how to receive their Incentive as outlined in the "Receipt of Incentives" section of the Schedule.
22. It is the responsibility of each participant to notify the Promoter of the correct bank account details, or any change to those bank details, for receipt of the Incentive. The Promoter is not responsible to reissue any cash payment, which is not received by any participant due to the notification of incorrect bank details..
23. 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.

## **PART G - NO LIABILITY**

24. 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.
25. 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**

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