Terms and Conditions for the Cash Back Offer Wantirna Retirement Village

SCHEDULE	
Promotion	Cash Back Offer Wantirna Retirement Village
Participating Village	Levande Wantirna Retirement Village 2 old stud Road, Wantirna
Qualifying Home	An independent living unit located in the Participating Village, as selected by the Promotor from time to time which is available for licence from the Promoter at the Participating Village
Promoter	Deakin BidCo Pty Ltd ABN 66 657 476 349 and its related bodies corporate of Level 18, 9 Castlereagh Street, Sydney NSW 2000
Promotion Period	**Start Date:** 9.00am AEST on 1310/2026
	End Date: The earlier of (a) 5.00pm AEST on 31/03/2027 and (b) the running out of the Offering
Eligible Person	Entry into the Promotion is available to: • Australian residents or citizens who are aged 65 years or over who are prospective residents of the Participating Village; and • only one prospective resident per unit/apartment in the Participating Village, ("**Eligible Person**"). Excluded Persons are not eligible to participate in the Promotion and do not fall within the definition of "Eligible Person". **Excluded Persons** mean any person who: • is currently occupying, or has made a reservation or booking or entered into a residence contract to occupy, a unit/apartment at any property owned and/or managed by the Promoter, its related bodies corporate, affiliates, or third party partners; • has cancelled, rescinded or terminated a reservation, booking or residence contract with respect to any unit/apartment at any property owned and/or managed by the Promoter, its related bodies corporate, affiliates, or third-party partners prior to or during the Promotion Period; • is an agent, advisor, consultant, relative, partner, or support person (or similar) who is acting or making a booking for or on behalf of any person; • is an applicant who has previously been excluded from promotions conducted by the Promoter; or • is or was an employee, officer, advisor, agent, or consultant (and any immediate family of any employee, officer, advisor, agent, or consultant) employed or engaged at any time by the Promoter. 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. The Promoter reserves the right to refuse to allow any person to take part in the Promotion or receive any or all aspects of the Offering.
How to apply	Eligible Persons who complete the following steps (each, upon completion of the steps, an **Eligible Applicant**) will be entered into the Promotion: • complete the Promoter's reservation process to formally reserve a Qualifying Home from the Promoter's list of Qualifying Homes by no later than 11.59pm AEST on 30/11/2026; and • enter into and settle a residence contract for the licence of a Qualifying Home by no later than 5.00pm AEST on 31/03/2027
Successful Applicant	An Eligible Applicant who has complied with these terms and conditions and is accordingly granted the Offering as set out below.
Offering	$12,000 including GST (if applicable) The Offering is not a price reduction. Any capital gain, departure fee, deferred fee, management fee, or similar fee payable by or to the Successful Applicant under the residence contract signed by the Successful Applicant for the licence of a Qualifying Home (**Residence Contract**) will be calculated based on the entry payment/ingoing contribution amount stated in the Successful Applicant's Residence Contract (being an amount that has not been affected in any way by this Promotion).

Receipt of Offering	Subject to the Successful Applicant fully complying with these terms and conditions, the Offering will be paid to the Successful Applicant's nominated bank account within 60 days of the later of: • provision by the Successful Applicant, in writing, of their nominated bank account details; and • the 'Entry Date' of the Residence Contract. The term 'Entry Date' has the meaning given to that term in the Residence Contract.
Conditions of Offering	• There is only one Offering available for each Qualifying Home. If a Successful Applicant consists of a couple or more than one person, the Offering is to be shared equally amongst them. • The Offering is only available for sales by the Promoter's sales agents or representatives and is not available for sales by external agents and representatives. • In the event a Successful Applicant rescinds or otherwise terminates their residence contract for the relevant Qualifying Home within 6 months of the entry date (including without limitation under the Promoter's "Change of Mind Guarantee" under a residence contract (if applicable)), the Offering will be forfeited to the Promoter, who will deduct the Offering amount from the Successful Applicant's exit entitlement. • The Promotion is not available in conjunction with any other promotion or offer by the Promoter (except the Promoter's "Change of Mind Guarantee" under a residence contract (if applicable)) and is not transferable, substitutable or exchangeable nor (where relevant) redeemable for cash (including any unused portion). • Each Successful Applicant is responsible for all associated costs with the Offering, including where applicable, travel, moving in/out costs, relocation costs, legal/advisor fees, and any other ancillary costs. • Any values noted in these terms and conditions are GST inclusive, are in Australian dollars and are correct at the time of printing/publishing. • If any part of the Offering is not available for any reason, the Promoter reserves the right to substitute that part of the Offering for something of similar value. • The Promoter may require further information before applying the Offering and may make reasonable efforts to get in touch with a Successful Applicant using their contact details provided. The Promoter will take no responsibility for incorrect or ineligible or a lack of details written or provided on any application form which results in the Promoter being unable to contact a Successful Applicant to confirm or provide the Offering. • Except as specifically provided for in these terms and conditions, all other terms and conditions of the relevant residence contract and ancillary documents continue to apply and are not varied by these terms and conditions. • The allocation of the Offering is subject to the availability of Qualifying Homes (including, without limitation, during the Promotion Period). The Promoter cannot guarantee the availability of Qualifying Homes. • The Promoter reserves the right, without notice, to withhold or grant an Offering (or any part thereof) to any Successful Applicant at any time.

GENERAL

1. **Definition and acknowledgement**

   (a) In these terms and conditions, "**you**" or "**your**" refers to any person entering the Promotion.

   (b) By participating in the Promotion, you accept and agree to be bound by these terms and conditions and acknowledge you must comply with them to participate in the Promotion. For the avoidance of doubt, these terms and conditions include the schedule above.

   (c) Where there is an inconsistency between the schedule and these general terms and conditions, the schedule prevails.

   (d) These terms and conditions are governed by the jurisdiction in which the Promotion is run.

2. **Privacy and acknowledgement of publicity activities**

   (a) The Promoter will collect, hold, use and disclose your personal information in accordance with the Promoter's privacy policy located at www.levande.com.au/privacy-collection-notice/ and for:

      (i) conducting the Promotion (which may include disclosure to third parties) and for promotional purposes, public statements and advertisements in relation to the Promotion;

      (ii) providing information to you about the products and services offered by the Promoter; and

(iii) research to improve its products and services.

(b) By entering the Promotion, you acknowledge that you have read, understood and accepted this privacy policy and consent to the Promoter collecting your sensitive information (if applicable) in accordance with the Promoter's privacy policy.

(c) By entering the Promotion, you agree to participate and cooperate (if required by the Promoter) in publicity activities relating to the Promotion, including (without limitation) being interviewed, photographed, filmed and/or recorded. You authorise the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

3. **Running the Promotion**

(a) The Promoter, its employees, officers, agents, related bodies corporate, investors, financiers, business partners and subsidiaries are not responsible for and shall not be liable for:

(i) any condition caused by events beyond the control of the Promoter that may cause the Promotion or Offering to be disrupted, unavailable, or corrupted;

(ii) any injuries, losses (including, without limitation, loss of profits), or damages or any kind caused or contributed to by the Promotion resulting from the acceptance, possession, use, misuse, withdrawing, or withholding of the Offering, or from participation in the Promotion; or

(iii) any printing or typographical errors in any materials associated with the Promotion or Offering.

(b) The Promoter reserves the right to, at any time:

(i) make any enquires for the purpose of verifying the details of, and assessing the honesty and integrity of, any Eligible Applicant and/or Successful Applicant;

(ii) in its sole discretion, disqualify any Eligible Applicant and/or Successful Applicant from the Promotion, including (without limitation) in respect of any Eligible Applicant and/or Successful Applicant who:

1. provides incomplete, indecipherable and/or offensive material as part of their participation in the Promotion;
2. engages in offensive, improper, illegal, or objectionable conduct;
3. tampers with the application process;
4. contravenes any applicable laws or regulations;
5. does not provide any information reasonably required by the Promoter in a prompt manner;

(iii) without prior notice, cancel or amend the Promotion, the Offering and/or these terms and conditions without liability, subject to applicable laws. Any material changes that adversely affect an Eligible Applicant and/or Successful Applicant will be notified to those Eligible Applicants and/or Successful Applicants as soon as reasonably possible by the Promoter;

(iv) cancel, terminate, modify or suspend the Promotion if the security, fairness, integrity, or proper operation of the Promotion is compromised in any way;

(v) cancel, terminate, modify, or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and/or

(vi) request an Eligible Applicant and/or Successful Applicant to provide proof of age, identity, residency, or any other information required for entry into the Promotion.

(c) The eligibility of Eligible Applicants to participate in the Promotion is solely within the discretion of the Promoter.

(d) To the extent that a situation or issue arises for which these terms and conditions make no provision or in relation to which the relevant terms and conditions are unclear, the Promoter will make an internal decision regarding such situation. Subject to any regulatory or authority direction to the contrary, the decision of the Promoter's internal review will be final and binding.

(e) In the event an Eligible Applicant and/or Successful Applicant is identified as being in breach of these terms and conditions, the Promoter reserves the right to refuse to allow the relevant Eligible Applicant and/or Successful Applicant to take part in, or receive, any or all aspects of the Offering.

4. **Online platforms**

(a) If participation in the Promotion requires access to a social media platform such as Facebook or Instagram (**Platform**), you acknowledge and agree that use of the Platform is subject to the terms and conditions of the relevant Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by you arising from the Platform's conduct, including any decision by the Platform to remove or not remove any content.

(b) The opinions and images uploaded on any Platform as part of the Promotion are not necessarily endorsed or supported by the Promoter and the Promoter does not confirm, guarantee or warrant their accuracy, legality, appropriateness, or sensitivity in any way.

(c) The Promotion is in no way sponsored, endorsed, administered by or associated with any Platform and you agree to grant the Platform 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.

5. **Receiving the Offering**

(a) Your eligibility to receive the Offering is solely within the discretion of the Promoter, acting reasonably.

(b) It is your responsibility to comply with the Promoter's instructions on how to receive the Offering.

6. **Taxes**

Any taxes, duties or levies which may be payable due to you receiving an Offering or participating in the Promotion are your sole responsibility. The Promoter encourages you to seek independent financial and tax advice.

7. **Exclusion of liability**

(a) Whilst the Promoter will use reasonable endeavors to arrange the distribution of the Offering, by entering the Promotion you acknowledge that circumstance beyond the control of the Promoter may prevent the distribution of the Offering.

(b) To the extent permitted by law, the Promoter is not liable for any loss, including (but not limited to) direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission (deliberate or negligent) by the Promoter or its servants or agents in connection with the Promotion or the arrangement for any supply or failure to supply, of any goods or services by any person to you.

(c) Nothing in these terms and conditions affect, nor is intended to affect, any rights you may have that are not able to be included under applicable Australian consumer protection laws.

(d) The Promoter assumes no responsibility for late, lost or misdirected communications or for any loss, damage or injury as a result of technical or telecommunications issues, including security breaches.