

Terms and Conditions

Stockland Benefit+ Program

(as at 19 September 2018)

A. SECTION 1 – GENERAL TERMS

1. Use of Website

- 1.1 These Terms and Conditions apply to your use of this website with the domain name <https://www.stocklandbenefits.plus/> ("Website").
- 1.2 The Website is operated by Stockland Corporation Ltd (ABN 43 000 181 733), its related companies and trusts (together called "Stockland").
- 1.3 By using this Website and participating in the Stockland Benefits+ Program, you agree to accept these Terms and Conditions.
- 1.4 You have read these Terms and Conditions and understand that Stockland may revise these Terms and Conditions from time to time without prior notice to you and any such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms and Condition, as amended.

2. Your Obligations

- 2.1 You must abide by these Terms and Conditions at all times.
- 2.2 You acknowledge and agree that:-
 - (a) you use this Website to access Stockland Benefits + Program at your own risk.

- (b) Stockland will not be held liable for any damages to or any viruses, which may affect your computer on account of your access to this Website;
- (c) any interference with or damage to your computer systems occurs in connection with the use of this Website or linked websites; and
- (d) you will not use this website to collect or harvest personal information including internet addresses about Stockland Benefits + Program merchants or third party supplier(s).

B. SECTION 2 – STOCKLAND BENEFITS+ PROGRAM

1. Purpose

1.1 The purpose of this Stockland Benefits+ Program is to provide Stockland Retirement Living current residents with a greater understanding of service and product options available and offer residents access to the available offers and deals. Access to Benefits+ is exclusive to Stockland residents.

1.2 There is no obligation for you to use any service or product on offer if you wish not to do so.

2. Disclaimer

2.1 You understand that Stockland may receive a fee or payment from a Benefits+ Partner for participating in the program or if you choose to use any service or product on offer from that partner.

2.2 Stockland do not make any representations or guarantees about products and services on offer from a Benefits+ Partner and Stockland is not responsible or liable for the products and services.

2.3 The products and services may be subject to the Benefits+ Partner's own terms and conditions.

3. Stockland Benefits+ Membership

3.1 You may participate in the Stockland Benefit+ Program by registering for Stockland Benefits+ membership on this Website.

3.2 By registering your membership, you will receive complete and full access to all the benefits offered by the Stockland Benefits+ Program for the duration of this program.

3.2 You must read and agree to these Terms and Conditions before proceeding with registration.

3.3 You may cancel your membership at any time by giving 30 days written notice Stockland and your notice can be sent to Stockland in accordance with Paragraph 4.7.

4. Benefit+ Membership Agreement

4.1 Acceptance

4.1.1 Use of the services and benefits on this Website by you constitutes your agreement to these Terms and Conditions, which shall govern the provision of the services and benefits

4.2 No Warranties

4.2.1 There is no warranty that any information or service provided or referenced by this Website is either merchantable or accurate, that such information or service will fulfil any of your particular purposes or needs, or that such information or service does not infringe on any third party rights.

4.2.2 While Stockland uses reasonable efforts to include accurate and up-to-date information on the Website,

Stockland makes no warranties or representations as to its accuracy.

4.2.3 Stockland may periodically add, change, or update any of the information, products, services, programs and technology described on the Stockland Benefits + Program website without prior notice to you.

4.2.4 Stockland assumes no liability or responsibility for any errors or omissions in the content of the Stockland Benefits + Program website.

4.3 The Services

4.3.1 The supplier of the services and benefits reserves the right to change, modify or cancel the offer without prior notice to you. To access up-to-the minute offer details refer to this website, you may call the Stockland Benefits + Program phone line or send an email to the email address displaying on this Website.

4.4 The Voucher

4.4.1 **‘Voucher’** means the Stockland Benefits + Program pre-purchased cinema tickets/ store-cards/ box office tickets provided by Stockland via this Website.

4.4.2 Stockland Benefits + Program reserves the right to change, modify or cancel voucher offers without prior notice to you.

4.4.3 To ensure that all Stockland members have equal and ongoing access to vouchers a Fair Usage Policy applies to the purchase of voucher items. Stockland reserves the right to not accept orders that it considers fall outside the Fair Usage Policy. Monthly and annual order maximums apply. To see the

full Fair Usage Policy please refer to Stockland Benefits + Program Fair Use Policy – Paragraph 5

4.4.4 All voucher purchases are subject to a fulfilment period displayed on the website while making purchases.

4.4.5 Members who elect to purchase vouchers do so on the unconditional understanding of the possible delivery timeframes, possible associated charges, Fair Usage Policy and order maximums that may apply.

4.5 Third Parties

4.5.1 It is a condition of membership that you consent to providing your personal information to any third party contracted by us to provide services or benefits to you for the purpose of the Stockland Benefit+ Program.

4.5.2 Stockland will not be liable for any mistake, failure or negligent action on the part of any external party contracted with us to provide benefits.

4.5.3 Members agree to enter into any arrangement with a supplier at their own risk.

4.5.4 Third party suppliers reserve the right to change, modify or cancel any offers without notice.

4.6 Termination

4.6.1 You may terminate your membership at any time by giving written notice to us as outlined in Paragraph 4.7

4.6.2 Stockland may terminate your membership at any time by giving written notice to you at your last known address.

4.6.3 Termination will not affect obligations incurred before the termination.

4.7 Notice

4.7.1 Any notice to be given in writing to Stockland should be addressed to:

Stockland Benefits + Program, Level 25, 133 Castlereagh Street, Sydney NSW 2000.

4.7.2 Any notice to be given to you will be sent by prepaid post addressed to you at the last address notified by you to Stockland.

4.8 Electronic Listings and Advertisements

4.8.1 Stockland does not accept responsibility for the accuracy of any listing or advertisement published and disclaim all liability to advertisers, users and readers of any kind of loss or damage as a result of inaccuracy, error or omission.

4.8.2 The copyright in all listing or advertisements appearing in Stockland Benefits + Program products shall be owned by the third party company supplier who listed their respective advertisement on the website.

4.8.3 The linked websites referenced on the Stockland Benefits + Program website are provided for convenience only and may not remain current or be maintained. Links to linked websites should not be constructed as an endorsement, approval, recommendation, or preference by Stockland of the owners or operators of those websites, or for any information, products or services referred to on those websites.

4.9 Trade Marks

4.9.1 Other product and company names mentioned on this website may be the trademarks of other people or entities.

5. Stockland Benefits+ Program Fair Use Policy

5.1 Program Fair Use Policy

5.1.1 Our Fair Use Policy is intended to ensure that our members do not use our services, products or offers in an excessive, unreasonable or fraudulent manner. Such use may impact the quality or reliability of our services, products or offers to other members.

5.1.2 Our Fair Use Policy applies when you use any of our services, products or offers. Stockland retain the right to vary the terms of the Fair Use Policy at any time in our sole discretion. The Fair Use Policy (as varied from time to time) is available at the Stockland Benefits + Program website and any variation takes effect immediately any such variation is posted on our website.

5.2 Excessive Use

5.2.1 You must not use any of our services, products or offers in a way that Stockland deems to be excessive (in our sole discretion).

5.2.2 Stockland considers that purchasing more than \$2,000 of pre-paid store cards (for all stores combined) in any one calendar month or more than \$24,000 of pre-paid store cards (for all stores combined) in any 12 month period is excessive use. Any use over these amounts is deemed excessive.

5.2.3 Stockland will notify you if Stockland is going to deem your use to be excessive, and in breach of our Fair Use Policy and may ask you to reduce your purchase accordingly.

5.2.4 If you continue to attempt to use the service at excessive levels following this request, we may suspend or cancel your

access to the services, products or offers immediately and without any prior warning or notice given to you.

5.2.5 You must not use any service, product or offer in a way that Stockland may deem it to be excessive.

6. *Unreasonable and Commercial Use*

6.1.1 Without restricting what is meant by “unreasonable” Stockland will supply services, products and offers to you for the purpose of your own personal and domestic use only. Stockland will consider unreasonable use of the services, products or offers to be:

(a) using the services, products or offers for business or commercial purposes;

(b) wholesale sale or distribution of the services, products or offers to any other person or entity.

6.1.2 Where Stockland consider your use of the services, products or offers is for business or commercial purposes we will notify you and ask you to modify your use of the services, products or offers. If you do not modify your use of the services, products or offers we may suspend or cancel your access to those services, products or offers immediately and without any prior warning or notice given to you.

6.1.3 Without any limitation, Stockland considers in our sole discretion, that the following uses are uses for business or commercial purposes and outside the Fair Use Policy:

(a) you purchase services, products or offers for the purposes of resale, resupply or commercial exploitation; or

(b) you purchase services, products or offers to use as payment to third parties for other services supplied to you; or

(c) you purchase services, products or offers for reasons other than for reasonable personal or domestic use; or

(d) you purchase services, products or offers to use in your business or a direct family member's business; or

(e) you purchase services, products or offers to be provided as prizes, commission, compensation or incentives in a competition, promotion or offer.

6.1.4 For further information in relation to this or any other policy of Stockland Benefits +Program, please write to **Stockland Benefits + Program , Level 25, 133 Castlereagh Street, Sydney NSW 2000**

7. Privacy

7.1 Stockland Privacy Policy

7.1.1 Stockland respect your privacy. The [Privacy Policy](#) applicable to this Website explains how personal data will be treated as you access and interact with this Website and a copy of the Privacy Policy is available for downloading from this Website.

7.2 Collection Notice

7.2.1 Stockland may collect your personal information (including your name, address, and telephone number) and any other information required for servicing your membership. These details are sourced from the information provided by you during the membership registration, using the Benefits + Program website. No information of a sensitive nature is collected or stored by Stockland.

7.2.2 Stockland collects, stores, uses and discloses your personal information in accordance with the Stockland Privacy

Policy. For more information about the policy, please visit <https://www.stockland.com.au/privacy-policy>