Waterstone, St Leonards - 2.5% on Exchange Promotion (9 November 2026)

1. Promotions

1.1 Introduction

(a) These Terms apply to a promotion that may be available to persons purchasing an apartment in Waterstone on or before 18 December 2026.

(b) The relevant promotion (**Promotion**) is the 2.5% on Exchange Promotion (see clause 2 below for further details).

(c) By participating in the Promotion, a Participant agrees to be bound by these Terms.

1.2 Eligible Buyers only

(a) To be eligible to participate in the Promotion, a Participant must be an Eligible Buyer. If a Participant participates in the Promotion, but they are not an Eligible Buyer, they will not be entitled to receive any Benefit under the Promotion.

(b) For the purposes of these Terms, a person is an Eligible Buyer if the person meets all of the following criteria:

(i) the person is a natural person or a company;

(ii) in the case of a natural person, the person is over the age of 18 years; and

(iii) the person is not be an employee, agent or contractor of Sekisui House, or an Associate of an employee, agent or contractor of Sekisui House.

1.3 Exclusion

Despite anything in these Terms to the contrary, a Participant is not entitled to receive a Benefit in respect of a contract for sale if the Participant (or any Associate of the Participant) receives, or is entitled to receive, in respect of that contract, any remuneration, whether by way of commission, fee, gain, reward for services or otherwise.

1.4 Sekisui House's discretion

Provided that it is reasonable, Sekisui House's decision on any matter relating to the Promotion or a Benefit is final and binding, including regarding any disputes relating to the identity of a person or entitlement of a person to any Benefit.

2. 2.5% on Exchange Promotion

2.1 Promotion details

(a) This promotion only applies in relation to Eligible Apartments.

(b) Under this promotion, subject to these Terms, an Eligible Buyer will be permitted to pay the deposit under an Eligible Contract in the following instalments:

(i) as to 2.5% of the price under the Eligible Contract (**First Instalment**), on the contract date; and

(ii) as to 2.5% of the price under the Eligible Contract (**Second Instalment**), six (6) months after the date of exchange

(c) For the purposes of this promotion, a contract is an Eligible Contract if it meets all of the following criteria:

(i) it is a contract for the sale by Sekisui House of an Eligible Apartment;

(ii) it is entered into after the date of this document and on or before 31 October 2026; and

(iii) the deposit payable under the contract is at least 2.5% of the price under the contract.

(ci) Despite anything in these Terms to the contrary, an Eligible Buyer will only be entitled to receive the Benefit under this promotion if the First Instalment of the deposit under the Eligible Contract is paid before that contract is entered into.

2.2 How to participate

A person participates in this promotion by entering into and Eligible Contract, on or before 31 October 2026.

3. Completion

For the purposes of these Terms, and unless Sekisui House agrees otherwise in writing, a contract for the sale is not completed unless:

(a) all money payable by the purchaser under the contract has been paid;

(b) all things that the purchaser under the contract is required to provide to the vendor on completion have been provided; and

(c) a transfer of the relevant land naming the purchaser under the contract as the transferee is lodged for registration.

4. Changes

(a) Sekisui House reserves the right (in its absolute discretion) at any time and from time to time, without notice to any Participant, to:

(i) withdraw or replace the Promotion;

(ii) vary any of these Terms; and/or

(iii) change the Eligible Apartments.

(b) Any such withdrawal, replacement, variation or change will not affect:

(i) any Benefit accrued by an Eligible Buyer prior to the withdrawal, replacement, variation or change; or

(ii) the rights of an Eligible Buyer under a contract for the sale of an apartment in Waterstone.

5. General Terms and Conditions

5.1 Entitlements are personal

Any entitlement of a Participant to a Benefit is personal to them and is not capable of being assigned or transferred in whole or in part to another person.

5.2 Participant obligations

A Participant must not:

(a) abuse or misuse the Promotion;

(b) engage in illegal or fraudulent activities including the supply of false or misleading information to Sekisui House; or

(c) purport to sell, assign or transfer any Benefit or offer to sell, assign or transfer any Benefit.

5.3 GST and Tax

(a) Any tax, duty or liability whatsoever in relation to any Benefit received under the Promotion will be the sole responsibility of the relevant Participant.

(b) Participants should contact their accountant or tax advisor if they have any queries relating to the tax implications of any Benefit.

5.4 Severability

If any part of these Terms is deemed unlawful, void or unenforceable for any reason, then that part may be severed from these Terms and it will not affect the validity and enforceability of the remaining provisions.

5.5 Waiver

Any waiver by Sekisui House of its rights under any of these Terms will not be deemed a waiver of any term or provision and will be a single waiver limited to the specific circumstance under which such waiver was granted.

5.6 Governing Law

These Terms are governed by and are to be construed under the laws of New South Wales. Participants agree to submit to the exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms.

5.7 Promotion cannot be used in conjunction with another promotion

Unless Sekisui House agrees otherwise in writing, the Promotion cannot be used or relied on in conjunction with any other applicable promotion, reward or incentive provided or offered by Sekisui House or any of its Related Entities.

5.8 Verification

Sekisui House reserves the right, at any time, to request verification of age, identity or other information relevant to participation in the Promotion. Sekisui House reserves the right to exclude from participation in the Promotion any person who provides false information or fails to provide

information that is reasonably requested by Sekisui House. This clause applies despite anything in these Terms to the contrary.

5.9 Consequential loss

To the extent permitted by law, Sekisui House is not liable to a Participant for any indirect, consequential, exemplary, incidental, special or punitive damages or losses arising out of or in connection with the Participant's participation in the Promotion even if Sekisui House has been advised of the possibility of such damages or losses.

6. Definitions

In these Terms, unless the context requires otherwise:

(a) **Waterstone** means the project name, being the stage known as "Waterstone";

(b) **Associate**:

(i) in relation to a body corporate, means a Related Person or Related Entity of that body corporate; and

(ii) in relation to a natural person, means any:

(A) Spouse of that person; or

(B) relative by blood or adoption of that person or that person's Spouse; or

(C) Related Person of that person; or

(D) entity of which the person is a Related Entity;

(c) **Benefit** means any concession or other benefit offered under the Promotion;

(d) **Business Day** means any day other than a Saturday, a Sunday or a public holiday or bank holiday in New South Wales;

(e) **Eligible Apartment** means the apartments in Waterstone made available for sale by Sekisui House from time to time.

(f) **Eligible Buyer** has the meaning given in clause 1.2;

(g) **Eligible Contract** has the meaning given in clause 2.1;

(h) **Promotion** has the meaning given in clause 1.1;

(i) **Sekisui House** means Sekisui House Australia Pty Limited (ABN 41 135 313 236), and includes its Related Entities and SH South St Leonards Pty Limited (ACN 163 308 352);

(j) **Related Entity** has the meaning given under the *Corporations Act 2001* (Cth);

(k) **Related Person** has the meaning given under the *Duties Act 1997* (NSW);

(l) **Spouse** has the meaning given under the *Corporations Act 2001* (Cth);

(m) **Terms** means these terms and conditions;

(n) a reference to the singular includes the plural and vice versa;

(o) if a word or phrase is defined, then any grammatical variation of that word or phrase has a corresponding meaning;

(p) use of the word ‘including’ means ‘including, without limitation' or ‘including but not limited to'; and

(q) $ or dollars means Australian dollars.