

Residential Legal Policy 3: Privacy and Collection of Customer IDs – Apartments and MPC

November 2022

Contents

1	Application and Purpose of the Policy	2
2	Form of Privacy Clause to be included in all Contracts for Sale of Residential Product	2
3	Rules about collecting and retaining personal identification of customers	2
4	Exceptions to the rule	3
5	Version History	4

1 Application and Purpose of the Policy

- a) This policy applies Nationally to all MPC and Apartment sales.
- b) The purpose of the policy is to ensure Mirvac:
 - (i) complies with the Privacy Act 1988 (Cth) when collecting and using personal information of its customers¹; and minimises the amount of customer personal information which is stored on
 - (ii) Mirvac's systems, or held in its possession, to mitigate risks of mis-use of that information (including in the event of a third party cyber breach).
- c) In addition the requirements of this policy the business unit must also comply with the Group Privacy Policy available on the Group Policy Page and on Mirvac's external website;

<https://mirvac-cdn-web.azureedge.net/-/media/project/mirvac/corporate/main-site/corporate-theme/images/about/corporate-governance/20180612-final-revised-privacy-policy-approved-oct22.pdf>

2 Form of Privacy Clause to be included in all Contracts for Sale of Residential Product

Annexure A to this Policy sets out the form of Privacy clause and Privacy Statement that must be included in all contracts for sale for residential product.

3 Rules about collecting and retaining personal identification of customers

Customer's personal identification documents (e.g. Licences, Passports, Medicare Cards, Immi Cards) must NOT be:

- (a) photocopied, scanned, attached to sales advices or emailed; or
 - (b) stored on Mirvac systems (including SalesForce), in sales consultant's phones or at sales suites
- unless:
- (c) prior approval is obtained for the General Manager Design, Marketing & Sales, the National Sales Director or a member of the Mirvac Legal team; or
 - (d) clause 4 applies.

To satisfy the requirement to complete the *Purchaser Identity and FIRB Checklist*² for each customer Sales Consultants should:

¹ Personal information is defined as information or an opinion that can identify an individual, for example a person's name, address, email address, phone number, passport, drivers licence or passport/licence number, images of an individual, date of birth, tax file number.

² A *Purchaser Identify and FIRB Checklist* must be completed at the point of sale or contract for each purchaser regardless of whether they are an Australia resident or foreign national. This checklist is used to establish whether a purchaser needs to obtain FIRB approval, how the contract should be completed and is used to ensure Mirvac complies with the requirements of Australia's foreign investment regime. Copies of the 2 checklists are available [here](#):

-
1. sight the relevant personal identification documents (ID) of the purchaser and check
-

- the purchaser who presents the ID is the same person on the ID;
- carefully fill in the *Purchaser Identity and FIRB Checklist* and sales advice/contract with correct spelling;
 - transmit the sales advice to Mirvac's conveyancing solicitors for contract preparation (unless being prepared by the sales team);
 - store the *Purchaser Identity and FIRB Checklist* and sales advice in Sales Force.

4 Exceptions to the rule

(a) Superfund, company and trust purchasers

As noted in the *Purchaser Identity and FIRB Checklist* (Option B extracted below), where the purchaser is a superfund, company or trust (Purchasing Entity) it is necessary for Mirvac's conveyancers/solicitors to seek further information about the underlying shareholders or unitholders to establish whether or not the Purchasing Entity is foreign.

OPTION B: If the purchaser is a corporate entity (company, trust or superfund), I have:

- Advised the purchaser that they need specific confirmation as to their FIRB status and requirements[†]; and
 - Advised the purchaser that their solicitor/conveyancer must provide sufficient evidence of the FIRB status of the shareholders of the company and beneficiaries of the trust or superfund (as the case may be) to Mirvac's Solicitors.

[†] Agent to obtain copies of identification for individuals associated with company/trust/superfund.

In these circumstances Mirvac personnel and licensed real estate agents may copy and transmit individual customer ID provided that:

- Copies are made for this purpose only;
- Copies are only transmitted to Mirvac's conveyancers and/or solicitors;
- Following transmission all copies are destroyed (including deletion of any photos on iPhones or laptops and copies of sent emails).

Mirvac's conveyancers and/or solicitors are authorised to copy, transmit and retain customer ID for this purpose provided they do so in accordance with their own policies.

(b) Nomination (Victoria only)

In Victoria it is standard practice to allow purchasers to nominate a substitute purchaser to complete the contract for sale if certain criteria are satisfied. Annexure B to this Policy sets out the recommended form of nomination clause and notice to be included in residential build to sell contracts for sale.

If a purchaser exercises a right of nomination in accordance with the Contract for Sale (or seeks Mirvac's approval for a proposed nominee) Mirvac personnel and licensed real estate agents may copy and transmit individual customer ID provided that:

- Copies are made for this purpose only and in accordance with the requirements of the contract for sale clause.
- Copies are only transmitted to Mirvac's conveyancers and/or solicitors;
- Following transmission all copies are destroyed (including deletion of any photos on iPhones or laptops and copies of sent emails).

Mirvac conveyancers and/or solicitors are authorized to copy, transmit and retain customer ID for this purpose provide they do so in accordance with their own policies.

5 Version History

Version Number	Review Date	Approval Date	Comments – key changes
1.0	01/11/2022	01/11/2022	Inception of new Policy
2.0	21/05/2025	21/05/2025	Updated template

ANNEXURE A – PRIVACY CLAUSE AND PRIVACY STATEMENT FOR CONTRACTS FOR SALE

Privacy Clause and Privacy Statement

Y Privacy Act

Y.1 Definitions

In this special condition Y, terms have the following meanings:

Personal Information means all information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this Contract whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Privacy Act means the *Privacy Act 1988* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instrument made or issued under that act, as amended from time to time;

Privacy Officer means the privacy officer appointed by the Vendor from time to time;

Privacy Statement means a statement, a copy of which is attached in schedule [#], containing matters about the Vendor's information handling practices as required by National Privacy Principle 1 of the *Privacy Act 1988* (Cth).

Y.2 Use of Personal Information

Each party who is an individual consents to its Personal Information being:

- (a) used by the Vendor in connection with the Vendor's business, including in connection with:
 - (i) the purchase, development and sale of land, including the Property;
 - (ii) the proposed sale of an interest in the Vendor's business;
 - (iii) planning, direct marketing and product development by the Vendor or a Related Body Corporate or an entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by Mirvac);

- (iv) raising finance;
 - (v) internal reporting;
 - (vi) reporting to any Related Body Corporate, financier or advisor of the Vendor;
 - (vii) the construction of the Property;
 - (viii) any of the activities contemplated in special conditions [#] and
 - (ix) any use specified in any Privacy Statement; and
- (b) disclosed by the Vendor:
- (i) if required or authorised by law; or
 - (ii) to any one or more of the following:
 - (A) any Related Body Corporate or any entity in which the Vendor or a Related Body Corporate has a direct interest in (including the property management business trading as Real Estate Services by Mirvac), financier or advisor of the Vendor;
 - (B) any person in connection with a proposed sale of an interest in the Vendor's business, including purchasers of the Property;
 - (C) any agent engaged by the Vendor;
 - (D) any contractor or service provider involved in the management or maintenance of the Building or any works in connection with the Building; or
 - (E) [the Owners Corporation and/or insert any relevant Community or subsidiary Association].
 - (F) any of whom may be located outside Australia; or
- (c) if the party consents.

Schedule [#]

Privacy Statement

This privacy statement explains how the Vendor uses and discloses personal information which it holds about you, and the privacy rights you have in relation to that information. A reference in this privacy statement to:

- the Vendor is also a reference to Related Bodies Corporate of the Vendor or an entity in which the Vendor or a Related Body Corporate has a direct interest;
- the contract is a reference to the contract for the sale of land between you and the Vendor (or, if you are a guarantor, the contract between the purchaser whose performance you are guaranteeing, and the Vendor); and
- the property is a reference to the property which is the subject of the contract.

How the Vendor uses your personal information

The Vendor may use your personal information:

- in connection with the Vendor's business, including in connection with:
 - the purchase, development and sale of the land;
 - planning, direct marketing and product development by the Vendor or a Related Body Corporate or an entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by Mirvac);
 - finance in connection with those uses;
 - internal reporting;
 - direct marketing; and
- for the management of the contract.

To whom the Vendor discloses your personal information

The Vendor may disclose your personal information, if it is necessary to do so, to:

- the Vendor's Related Bodies Corporate or any entity in which the Vendor or a Related Body Corporate has a direct interest (including the property management business trading as Real Estate Services by Mirvac);
- persons in connection with a proposed sale of an interest in the Vendor's business;
- agents engaged by the Vendor;

- contractors and service providers involved in the construction and finishing and, if relevant, the management of the property and the development of which it is part;
- the Vendor's professional advisors in connection with the sale of the Vendor's business (including the sale of the property);
- the Vendor's financiers;
- [the Owners Corporation and/or insert any relevant Community or subsidiary Association and, if relevant, the building management committee for the property];
- third party agents to request your feedback on the products and services provided by Mirvac; and
- relevant bodies if required or permitted by law, any of whom may be located outside Australia.

Your rights

You need not give the Vendor any of the personal information it requests. However, all information requested from you is essential for the Vendor to enter into a contract for the sale of the property.

The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles.

Your authority to the Vendor

By entering the contract for the sale of the property you:

- acknowledge having read and understood this privacy statement;
- authorise the Vendor to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement; and
- undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

Information about other products or services

By signing this contract, you agree to the Vendor or its Related Bodies Corporate or an entity which the Vendor or its Related Bodies Corporate has a direct interest in using your personal information (including the property management business trading as Real Estate Services by Mirvac) for direct marketing purposes (including to promote its products and services). If you no longer wish to receive promotional information

from these entities, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy (available on www.mirvac.com) contains information about how you may send your request to Mirvac.

ANNEXURE B – NOMINATION CLAUSE FOR VICTORIAN CONTRACTS FOR SALE

General Condition 18 is deleted and replaced with:

X. Nominee

X.1 Circumstances where nomination permitted

- (a) Subject to special condition X.1(b), the Purchaser must not nominate an additional or substitute purchaser under this Contract.
- (b) The Purchaser may nominate an additional or substitute purchaser if the nominee is either:
 - (i) a husband (including de facto), wife (including de facto), mother, father, brother, sister, son or daughter; or
 - (ii) a company of which the Purchaser is either a trustee or a director or shareholder who controls more than 50% of the shares of that company; or
 - (iii) a custodian or trustee company relating to the Purchaser's superannuation fund or family trust; or
 - (iv) otherwise approved in writing by the vendor (in its absolute discretion) prior to the purported nomination.
- (c) If the Purchaser nominates in accordance with special condition X.1(b) the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract.

X.2 Requirements for nomination

Any nomination under special condition X.1(b) must be made at least 10 Business Days before the Settlement Due Date. If the Purchaser wishes to nominate in accordance with special condition X.1(b), it must deliver to the Vendor's Solicitor:

- (a) a nomination notice in the form of the notice in schedule [#] executed by the nominee and by the Purchaser (including a completed "Nominee's FIRB Declaration");
- (b) If the nominee ticks "No" above item 4 in the Nominee's FIRB Declaration a copy of either:
 - (i) an Australian Passport;
 - (ii) a permanent Residency Visa/Immicard; or
 - (iii) an Australian Drivers Licence and Medicare Card;

of the Nominee or it's 51% (or greater) shareholder/s, unitholder/s or beneficiaries;

- (c) a copy of any form required by the State Revenue Office;
- (d) if the nominee is a custodian or trustee company as referred to in special condition 0(ii), satisfactory evidence that the Purchaser is either a trustee or a director or shareholder who controls more than 50% of the shares in that company;
- (e) if the nominee is a custodian or trustee as referred to in special condition 0(iii), satisfactory evidence that it relates to the Purchaser's superannuation fund or family trust;
- (f) if the nominee is or includes a corporation, a Guarantee and Indemnity executed by each of the directors of the nominee purchaser;
- (g) a written acknowledgment from the guarantors that the nomination of the nominee does not vitiate the guarantors' obligations; and
- (h) [insert anything extra].

X.3 Acknowledgement

- (a) Nothing in this special condition X constitutes or is otherwise intended to

give rise to a binding agreement for the sale of the Property to the nominee until the conditions set out in special condition X.2 have been satisfied (including completion and execution of the notice in schedule A).

- (b) **[Optional if no fee provided for in special condition X.3(h):** If the Purchaser purports to nominate under this Contract but provides incomplete documents, documents with errors or does not otherwise comply with the requirements of this special condition X (including the requirement to nominate at least 10 Business Days before the Settlement Due Date, the Purchaser will be in breach of this Contract and must pay the amount of \$330 (inclusive of GST) to the Vendor's Solicitors being the costs associated with advising the Vendor in relation to the Purchaser's breach.]

Schedule [#]

Nomination

Sale of Real Estate Nomination Form

Relating to a contract between:

Vendor:

Purchaser: _____ and/or Nominee

Property:

Nominee: _____ of _____

1. Capitalised terms that are not defined in this deed poll have the same meaning as under the contract between the Vendor and the Purchaser in relation to the Property (Contract).
2. As the Property is expressed as sold to the Purchaser "and/or Nominee" (or words to like effect) then, under the conditions of the Contract, the Purchaser nominates the Nominee as [substitute/additional] purchaser to take a transfer or conveyance of the Property in [substitution for/addition to] the Purchaser.
3. The Purchaser and the Nominee acknowledge and covenant unconditionally and irrevocably in favour of the Vendor that, from the date of this nomination, they will be jointly and severally liable for:
 - a. the due performance of the Purchaser's obligations under the Contract;
 - b. payment of any expenses resulting from this nomination (including any duty);and
 - c. the indemnity in favour of the Vendor set out in paragraph 7.

Nominee's FIRB Declaration

Is the Nominee a "foreign person" for the purposes of the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

Yes No

4. If the Nominee ticks "No" in the Nominee's FIRB Declaration, the Nominee warrants on the date of this deed poll and again on the Settlement Date that is not a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* (Act) and that it is not required to give notice to, or obtain approval from, the Treasurer of the Commonwealth of Australia under the Act in respect of the transaction contemplated by this deed poll or the Contract.
5. If the Nominee ticks "Yes" in the Nominee's FIRB Declaration, the Nominee warrants on the date of this deed poll and again on the Settlement Date, that it has obtained FIRB Approval (a copy of which is attached to this deed poll).
6. The warranty in paragraph 4 or 5 (as the case may be) is an essential term and the Nominee and Purchaser acknowledge that the Vendor has accepted the nomination evidenced by this deed poll in reliance on this warranty.
7. The Nominee and Purchaser indemnify the Vendor against any Claim suffered or incurred by the Vendor in connection with or arising from a breach of the warranty in paragraph 4 or 5 (as the case may be) and acknowledges that, subject to the Sale of Land Act, and without limitation to General Condition 7, the Vendor may apply the Deposit in respect of such Claim and the payment of the Balance must be varied by the addition of the amount applied by the Vendor in accordance with this paragraph.

Executed as a deed poll

Dated the _____ day of _____ 20 .

Execution by Purchaser:

Signed by

)

)

..... in

the presence of:

.....

Signature of witness

.....

Signature

.....

Name of witness (print)

Signed by

)

)

..... in

the presence of:

.....

Signature of witness

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Signature

.....

Name of witness (print)

Execution by Nominee:

Signed by

..... in

the presence of:

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Signature of witness

.....

Signature

.....

Name of witness (print)

Signed by)

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..... in

the presence of:

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Signature of witness

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Signature

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Name of witness (print)

