

## The Fabric | Townhomes 5% Deposit Terms and Conditions

### Background to Promotion

1. Mirvac Victoria Pty Ltd (ABN 42 006 708 363) of Level 8, 1 Southbank Boulevard, Southbank VIC 3006 (**Mirvac** or the **Promoter**) recently introduced 'The Fabric 5% Deposit' promotion to purchase an available Townhome in Stage 4 development at The Fabric Altona by Mirvac, Victoria (**Promotion**).
2. The Promotion will run for a limited time and is only applicable to townhomes purchased from the available townhomes listed on the pricelist dated 1<sup>st</sup> April 2024 for Stage 4 at The Fabric Altona North by Mirvac.
3. The Promotion commences at 9am on Monday 1<sup>st</sup> April 2024 and ends at 5:00pm on Saturday 31<sup>st</sup> August 2024 or unless sold out prior (**Promotion Period**).
4. Subject to the terms and conditions of this Promotion, which are set out below and in the Contract, Mirvac will **require a 5% deposit**, to be paid in full, from Eligible Buyers who purchase an available Townhome at **The Fabric** Altona by Mirvac during the Promotion Period
5. The following terms and conditions apply to the Promotion. By participating in the Promotion, Eligible Buyers agree to be bound by these terms and conditions.

### Definitions

6. The following definitions apply to these Terms and Conditions unless otherwise specified:
  - a. **Contract** means an unconditional contract of sale with Mirvac entered into during the Promotion Period for the purchase of the Eligible Property;
  - b. **Eligible Buyer(s)** has the meaning set out in clause 7 below;
  - c. **Eligible Property** means the purchase of an available Townhome at The Fabric by Mirvac, Victoria during the Promotion Period.

### Promotion Terms and Conditions

The Eligible Buyer will only be entitled to take part in the Promotion if the following terms and conditions are satisfied.

7. The Promotion is for Eligible Buyers who:
  - a) are a natural person over the age of 18 years (i.e. not a company, trust or superfund or a person acting as agent on behalf of other persons);
  - b) are an Australian permanent resident or Australian citizen at the time the Contract is exchanged and provide either an Australian Passport or a Medicare card and current Australian drivers' licence as evidence;
  - c) have not been referred to the Mirvac Group by a referring channel agent;
  - d) are not an employee, agent, consultant or related entity of the Promoter;

- e) enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property **(Contract)** during the Promotion Period;
- f) pay the full amount of 5% deposit on the Eligible Property on or before the date as required by the Contract;
- g) have not exercised the cooling-off period under the Contract;
- h) provide a statutory declaration in a form satisfactory to Mirvac declaring the matters set out in paragraph (g) above and in accordance with the Office of State Revenue's requirements;
- a) if required, must inquire with Mortgage Advice Bureau and receive a "comfort letter" (in a form acceptable to Mirvac) which is to be provided to Mirvac prior to the Contract being entered into. The purpose of the comfort letter is to provide assurance that the purchaser can settle their purchase under the Contract.
- i) settle the acquisition of the Eligible Property on the settlement date as required under the Contract;
- j) comply with the terms of the Contract (including any special conditions) and are not otherwise in default under the Contract.

### **Further Terms and Conditions of Promotion**

The following additional terms and conditions also apply to the Promotion:

- 8. The Eligible Buyer acknowledges and agrees that the Promotion is non-transferrable, non-refundable and cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Promotion are the sole responsibility of the Eligible Buyer.
- 9. The Eligible Buyer must disclose the contents of this Promotion to any lending institution providing finance to the Buyer to assist with the purchase of the Property.
- 10. The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer, in the reasonable opinion of Mirvac, does not comply with any of these terms and conditions or any term or condition (including special conditions) under the Contract.
- 11. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
- 12. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer for any, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's participation in this Promotion.
- 13. Prior to an Eligible Buyer's entry into the Contract, Mirvac reserves the right to cancel, terminate, modify, extend or suspend the Promotion at any time by notice published on the Fabric Altona by Mirvac website here: [<https://thefabric.mirvac.com/>]
- 14. If there is any inconsistency between these terms and conditions and the provisions of the Contract entered into by a person participating in the Promotion, the provisions of the Contract (including any special conditions) will prevail.
- 15. These terms and conditions are governed by the laws of Victoria.

## Privacy Collection Statement

1. The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third parties agents and services providers. Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.
2. Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business in countries including, but not limited to, the United States of America, the Philippines, Japan and United Kingdom.
3. The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://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. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02) 9080 8000; Email: [privacy@mirvac.com](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
4. By participating in the Promotion, you agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive promotional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.