

SMITHS LANE SPRING INTO SPRING PROMOTION \$20K SETTLEMENT REBATE Terms and Conditions

Background to Promotion

1. Mirvac Victoria Pty Ltd (**Mirvac**) recently introduced the Smiths Lane Spring into Spring \$20k Settlement Rebate (**Promotion**).
2. Under the Promotion, subject to these terms and conditions, Mirvac will offer a rebate up to the value of \$20,000 (including GST, if any) (Rebate) to Eligible Buyers who purchase and settle any available land lot, including titled lots, at Smiths Lane, Victoria (Eligible Property) during the Promotion Period. The Rebate will be provided by way of an adjustment in favour of the Eligible Buyer at settlement of the Contract.
3. The Promotion will run for a limited time. The Promotion commences on Sunday, 1 October 2023 and ends on Sunday, 31 December 2023 or unless sold out prior (Promotion Period).
4. 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.

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:

5. The Promotion is for Eligible Buyers in the Promotion Period who:
 - a. are natural persons over the age of 18 years and are not a company, registered builder, superannuation funds or persons 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 Mirvac or Smiths Lane by a referring channel agent;
 - d. are not an employee, agent, consultant or related entity of Mirvac;
 - e. enter into a contract of sale with Mirvac for the purchase of an Eligible Property (**Contract**) during the Promotion Period which:
 - i) For titled lots settles 30 days from the unconditional contract exchange or
 - ii) For untitled lots settles 14 days after the title registers
 - f. pay the full amount of \$10,000 on the Eligible Property as a deposit on or before the date required by the Contract;
 - g. have not exercised the cooling-off period under the Contract;

- h. comply with the terms of the Contract and are not otherwise in default under the Contract; and
- i. settle the acquisition of the Eligible Property on the due date for settlement required under the Contract;
- j. must obtain from a reputable financial institution and provide a copy of a “comfort letter” (in a form acceptable to Mirvac) to Mirvac prior to the Contract being entered into. The purpose of the comfort letter is to provide assurance that the Eligible Buyer is and will be able to settle the Eligible Property under the Contract.

Eligible buyer

Subject to the Eligible Buyer complying with the terms and conditions of this Promotion and the provisions set out in the Contract (including any special conditions contained in the Contract) Mirvac will offer the Eligible Buyer a rebate up to the value of \$20,000 (including GST, if any) (Promotion Rebate).

The Promotion Rebate will be provided by way of an adjustment in favour of the Eligible Buyer at settlement of the Contract.

Further Terms and Conditions of Promotion

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

- 6. 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.
- 7. 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.
- 8. The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer does not comply with any of these terms and conditions or any term or condition under the Contract.
- 9. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
- 10. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's participation in this Promotion.
- 11. Prior to an Eligible Buyer's entry into the Contract, Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
- 12. 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.
- 13. 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) 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; 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.