

TERMS AND CONDITIONS

BACKGROUND TO PROMOTION

1.

Mirvac Projects (Retail and Commercial) Pty Ltd ACN 151 466 241 of Level 28, 200 George Street, Sydney NSW 2000 (Mirvac or the Promoter) recently introduced The Right Start by Mirvac initiative (The Right Start promotion).
2.

The Right Start promotion will run for a limited time and is only available to the first ten (10) First Home Buyers. The Right Start promotion commences at 9:00 am on Saturday 16th March 2024 and ends at 5:00 pm on Tuesday 30th September 2025 (Promotion Period).
3.

Under The Right Start promotion, subject to these terms and conditions, Mirvac will accept payment of the deposit, as set out below, from Eligible Buyers who purchase an apartment at Highforest by Mirvac (Eligible Property) during the Promotion Period.

a. 5.0% of the Contract price payable on signing of the Contract (1st Instalment);

b. 2.5% of the Contract price payable on or before the date that is six (6) months after the Contract date (2nd Instalment) or at settlement, whichever comes first; and

c. 2.5% of the Contract price payable on or before the date that is nine (9) months after the Contract date (3rd Instalment) or at settlement, whichever comes first.
4.

The following terms and conditions apply to The Right Start promotion. By participating in The Right Start 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 Right Start promotion if the following terms and conditions are satisfied:

5.

The Promotion is for buyers who:

a. are natural persons over the age of 18 years and are not a company, superannuation fund or persons acting as agent on behalf of other persons;

b. are Australian permanent residents or Australian citizens. You will be asked to provide either an Australian Passport or a Medicare card and current Australian drivers licence as evidence;

- c. have not owned or had a relevant interest in a residential property in Australia before and have not previously received or retained a grant, exemption or concession under any scheme or policy for first home buyers from any State Government or the Federal Government (First Home Buyers);

d. provide a statutory declaration in a form satisfactory to Mirvac declaring the matters set out in paragraph 5c above;

e. complete a credit assessment with an accredited Mortgage Advice Bureau broker for the purpose of ensuring financial suitability; and

f. enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (Contract) during the Promotion Period

ELIGIBLE BUYER

6.

Eligible Buyers will be eligible to pay their deposit in the manners described in these terms and conditions.
7.

On the date the Eligible Buyer and Mirvac enter into the Contract, the Eligible Buyer must provide the first instalment of the deposit which is 5.0% of the Contract price (1st Instalment). Bank guarantees and deposit bonds will not be accepted as payment for the 1st instalment. The Eligible Buyer may be required to pay a reservation amount prior to entry into the Contract. If so, the reservation amount will be applied as part payment of the 1st Instalment, and the Eligible Buyer will only be required to pay 5.0% of the Contract price less the reservation amount as 1st Instalment.
8.

Eligible Buyers must then pay the balance of the deposit (being 5.0% of the Contract price) by paying 2.5% of the Contract price on or before the date that is six months after the Contract date (or at settlement, whichever comes first) and the remaining 2.5% of the Contract price to be paid on or before the date that is nine months after the Contract date (or at settlement, whichever comes first).
9.

Within 45 business days after the Contract date, the Eligible Buyer must provide proof of conditional pre-approval for finance to a value of the Contract price under the Contract less 10%. The proof must be provided to Mirvac's solicitor as evidence of the Eligible Buyer's potential capacity to settle the Contract. If the Eligible Buyer does not provide this evidence, Mirvac may elect to rescind the Contract and return any deposit money paid, less legal expenses.

FURTHER TERMS AND CONDITIONS OF PROMOTION

The following additional terms and conditions also apply to The Right Start promotion:

10.

The Eligible Buyer acknowledges and agrees that The Right Start 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 Right Start promotion are the sole responsibility of the Eligible Buyer.
11.

The Eligible Buyer must disclose the contents of this Promotion to any lending institution providing finance to the Eligible Buyer to assist with the purchase of the Eligible Property and to their legal advisers but must otherwise keep the terms of the Right Start promotion and the relevant clause(s) of the Contract and any action taken by a party pursuant to those clauses confidential (unless otherwise consented to by Mirvac).
12.

The Eligible Buyer forfeits all rights to receiving or participating in The Right Start promotion if the Eligible Buyer does not comply with any of these terms and conditions or any term or condition under the Contract for sale.
13.

This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
14.

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.
15.

Prior to an Eligible Buyer's entry into the Contract, Mirvac may, acting reasonably, cancel, terminate, modify, extend or suspend The Right Start promotion at any time by notice published on the Highforest by Mirvac website available here: [highforest.mirvac.com], however will continue to honor the Promotion for any Eligible Buyer that is referred before that notice is published.
16.

If there is any inconsistency between these terms and conditions and the provisions of the contract of sale entered into by a person participating in The Right Start promotion, the contract of sale prevails.
17.

These terms and conditions are governed by the laws of New South Wales.

PRIVACY COLLECTION STATEMENT

18.

The Mirvac Group (Mircvac 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.
19.

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.
20.

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.
21.

By participating in The Right Start 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.

THE RIGHT
START BY
MIRVAC

First Home Buyer
Lower Deposit Opportunity



HIGHFOREST

In response to the growing challenge of housing affordability Mirvac is making it easier for first home buyers to get a foot in the door by lowering the deposit barrier to apartments at Highforest by Mirvac.

The Right Start by Mirvac will allow pre-qualified first home buyers to exchange with just a 5 per cent deposit on all apartments.

DEPOSIT IN INSTALLMENTS



To qualify for The Right Start by Mirvac, you will need to provide the following information to your Sales Consultant:

- Proof of residency (Copy of your passport or a copy of your current drivers licence and Medicare card)
- A completed statutory declaration form confirming your eligibility as a first home buyer

Terms & Conditions apply

THE NEXT STEPS:

STEP 1

SELECT YOUR LOT AND FINISHES



Once you have selected the property of your choice with a Sales Consultant, you will then finalise colour selections and upgrades. It is important that everything is finalised at this time to avoid delays to construction.

This ability to choose options and colour schemes is dependent on construction status. Your Sales Consultant will assist you in completing the necessary documentation.

STEP 2

FINALISE DOCUMENTATION



You will need to provide a statutory declaration in a form satisfactory to Mirvac declaring the matters set out in the terms and conditions.

You will also need to complete a credit assessment with an accredited Mortgage Advice Bureau broker for the purpose of ensuring financial suitability. This needs to be provided to Mirvac.

STEP 3

SIGN YOUR CONTRACT



Once you have completed steps 1 and 2, a sales advice will be prepared and issued by Mirvac to our solicitors. A contract for sale will then be issued by Mirvac's solicitor to your nominated solicitor. You will then have 2 weeks to sign the contract and return with your 5% deposit to enable contract exchange to occur.

STEP 4

CONSTRUCTION OF YOUR PROPERTY



Once your contract becomes unconditional, you will be contacted by your Customer Relationship Representative. During the construction period you will be kept updated of key dates and any other relevant information in regards to the progress of your home.

DURING CONSTRUCTION OF YOUR HOME

Prior to the completion of your new apartment, we will start to send you information to assist you in the lead up to settlement.

This will include such information as your pre-settlement inspection, a moving guide, brochures and fact sheets and any information to make your settlement as seamless as possible.

INSPECTIONS

Buying off the plan and seeing the building coming out of the ground is very exciting, and the desire to go on site to inspect your purchase is heightened. Mirvac sites follow strict Health and Safety guidelines to ensure your safety at all times.

Once your home is complete, a detailed pre-settlement inspection is conducted with your Customer Relationship Representative. The purpose of this inspection is to give you an overview of your residence and to confirm that the finishes and inclusions are in accordance with your Contract for Sale. It is also a great opportunity to take measurements for window furnishings and furniture. You will also receive access to your Owner's Manual which is filled with useful information on your new apartment.

STEP 5

COMPLETION OF YOUR HOME



At your pre-settlement inspection a checklist will be filled out and a copy will be available for your records. If any items are recorded at your pre-settlement inspection, Mirvac will endeavour to rectify these items prior to settlement.

STEP 6

AFTER SETTLEMENT



After settlement Mirvac's Post Completion team will assist you with any questions you may have. All Mirvac properties come with a 3 month rectification period which give our purchasers peace of mind. The Customer Relationship team will also explain this 3 month rectification process at your pre-settlement inspection.