

MIRVAC HARBOURSIDE – REFER A FRIEND PROMOTION Terms and Conditions

Background to Promotion

1. Mirvac Retail Rub SPV Pty Ltd as trustee for the Mirvac Harbourside Sub Trust (Mirvac) recently introduced the Mirvac Harbourside – Refer a Friend (Promotion).
2. The Promotion will run for a limited time. The Promotion commenced on Thursday 1st January 2026 and ends at 5:00pm on Thursday 31st December 2026 (Promotion Period).
3. Under the Promotion, subject to these terms and conditions, Mirvac will offer \$10,000 (Referral Award) to a Referring Party and \$5,000 to the Eligible Buyer (Referee Reward) if the Referring Party refers an Eligible Buyer to Harbourside Residences and the Eligible Buyer purchases an Eligible Property at Harbourside Residences during the Promotion Period.
4. The following terms and conditions apply to the Promotion. By participating in the Promotion, Eligible Buyers and Referring Parties agree to be bound by these terms and conditions.

Promotion Terms and Conditions

The Referring Party and Eligible Buyer will be eligible for the Promotion if the following terms and conditions are satisfied:

5. A Referring Party is a person who:
 - a. is a natural person over the age of 18 years and are not a person acting as agent on behalf of other person(s)
 - b. has either
 - i. entered into (or is a director of a company or trustee who has entered into) an unconditional contract with Mirvac to purchase a residential apartment or residential lot within any Mirvac NSW branded residential project (Referring Party's Contract) but where the due date for settlement has not yet arrived (Type A Referring Party); or
 - ii. settled (or is a director of a company or trustee who has settled) the purchase of a residential apartment or residential lot within any Mirvac NSW branded residential development project under a contract that was exchanged at any time between 1 April 2020 and 31 December 2026 (Type B Referring Party);
 - c. introduces an Eligible Buyer by completing in full and signing a "Refer a Friend' Form" (Referral Form) and providing it to one of Mirvac's sales consultants.
6. An Eligible Buyer is:
 - a. a natural person 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. not an employee, agent, consultant or related entity of Mirvac;
 - c. a person who has been referred to Harbourside Residences by an eligible Referring Party and must not have been referred to Harbourside Residences by a referring channel agent;
 - d. a person who, at the time of the referral for the Promotion, must not already be entered on the Mirvac database; and
 - e. a new introduction to Mirvac and Harbourside Residences and must not, in the reasonable opinion of Mirvac, exist in any current/present negotiations for the purchase of a property at Harbourside Residences
7. An Eligible Property is an apartment available for sale during the Promotion Period within Harbourside Residences.
8. The Promotion is only available where all of the following conditions are satisfied:
- a. Referring Party introduces an Eligible Buyer who:
 - i. exchanges an unconditional contract of sale with Mirvac for the acquisition of an Eligible Property (Eligible Buyer's Contract) during the Promotion Period; and
 - ii. pays the full deposit on required under the Contract on or before the due date under the Contract; and
 - iii. settles the acquisition of the Eligible Property on or before the due date for settlement required under the Eligible Buyer's Contract; and
 - b. if the Referring Party is Type A Referring Party, the Referring Party settles the acquisition of their Mirvac apartment or lot under the Referring Party's Contract on or before the due date for settlement as required under the Referring Party's Contract; and
 - c. the Referring Party and Eligible Buyer have fully completed the Referral Form and the Referral Form has been received and acknowledged by Mirvac prior to the Eligible Buyer entering into the Eligible Buyer's Contract. The form of acknowledgement by Mirvac is the provision by Mirvac to the Referring Party by hand, post, or email of a copy of the Referral Form signed, dated, and time-stamped or time-endorsed by an authorised officer or agent of Mirvac.
9. If these items and conditions are satisfied, Mirvac will provide the Referral Reward to the Referring Party and the Referee Reward to the Eligible Buyer on the later of:
- a. 10 business days after the Eligible Buyer settles the acquisition under the Eligible Buyer's Contract; and
 - b. If the Referring Party is Type A Referring Party, 20 business days after the Referring Party settles the acquisition under the Referring Party's Contract.

10. The Referral Reward provided under this Promotion will not be deducted from the purchase price under the Referring Party's Contract and is non-transferable, non-refundable and cannot be exchanged for cash.
11. The Referee Reward provided will not be deducted from the purchase price under the Referring Party's Contract and is non-transferable, non-refundable and cannot be exchanged for cash.
12. Mirvac reserves the right, at its absolute discretion, not to accept a referral.
13. If a referral is not accepted, Mirvac is not under any obligation to enter into any discussion with a Referring Party or to provide any details as to the reasons why a referral has been declined.
14. There is no limit to the number of Eligible Buyers that the Referring Party may refer under this Promotion.
15. Where an Eligible Buyer is referred by more than one Referring Party, only the first referral received and acknowledged by Mirvac, (as determined by Mirvac in its absolute discretion) will be entitled to qualify for the Promotion.
16. The Referral Reward and/or the Referee Reward may be subject to terms and conditions of the gift card issuer. Any dispute pertaining to the gift card is strictly between the Referring Party or Eligible Buyer and the issuer of the gift card.
17. Any queries regarding the activation, use, operation or any other query in relation to the gift card must be referred to the card issuer, visit <https://incentivesgiftcard.com.au> or call the Help Desk on 1800 778 619. These cards must be redeemed within 3 years or as otherwise provided by the terms and conditions of the card issuer.

Further Terms and Conditions of Promotion

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

18. The Eligible Buyer and Referring Party acknowledge and agree that the Promotion is non-transferable, non-refundable and cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving the Referral Reward or the Referee Reward or participating in the Promotion are the sole responsibility of the Eligible Buyer and Referring Party.
19. The Eligible Buyer and Referring Party must disclose the contents of this Promotion to any lending institution providing finance to the Buyer and Referring Party to assist with the purchase of the Property.
20. The Eligible Buyer and Referring Party forfeit all rights to receiving or participating in the Promotion if the Eligible Buyer and Referring Party do not comply with any of these terms and conditions or any term or condition under the Contract.
21. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.

- 22. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer and Referring Party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's or and Referring Party's participation in this Promotion even if Mirvac has been advised of the possibility of such damages.
- 23. Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
- 24. 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 Promotion, the contract of sale prevails.
- 25. These terms and conditions are governed by the laws of New South Wales.

Privacy Collection Statement

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.