

Everyday Inspirations Rebate for Selected Buyers Terms and Conditions

Background to Promotion

- 1) Mirvac Homes NSW PTY LTD (**Mirvac** or the **Promoter**) recently introduced the Everyday Inspirations \$35,000 (GST inclusive) settlement rebate promotion at The Village, Menangle by Mirvac, within Village Glen (**Promotion**).
- 2) The Promotion will run for a limited time. The Promotion commences at 12am AEST on Monday 22 July 2024 and ends at 12am AEST on Monday 30 September 2024 (**Promotion Period**).
- 3) Under the Promotion, subject to these terms and conditions, Mirvac will provide a \$35,000 (GST inclusive) rebate on settlement to Eligible Buyers who exchange and settle a contract of sale in respect of the available lots listed below within Village Glen at The Village, Menangle (**Eligible Property**) during the Promotion Period.

| Eligible Property – Lot Number | Rebate Amount |
|---|--------------------------|
| 201, 202, 218, 233, 248, 249, 306, 310, 311, 313, 317, 318, 319, 321, 322, 323, 324, 329, 330, 331, 333, 334, 336, 337, 343, 348, 352, 353, 355 | \$35,000 (GST inclusive) |

- 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 who:
 - a) Are a natural persons over the age of 18 years (and are not a company, registered builder, superannuation funds or person acting on behalf of other persons) and work as a nurse, school teacher, police, military, firefighter, social worker or in any other line of work identified as 'essential workers' (a service is essential if it is listed in the *Essential Services Act 1988* (NSW) (**Essential Services Act**);
 - b) Must provide completed and signed statutory declaration (in a form acceptable to Mirvac) to Mirvac prior to the Contract being entered into confirming the Eligible Buyer's line of work falls into the 'essential worker' category;
 - c) Exchange an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (Contract) during the Promotion Period;

- d) 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 license as evidence);
 - e) Have not been referred to Mirvac by a referring channel agent;
 - f) Are not an employee, agent, consultant or related entity of Mirvac;
 - g) Enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (Contract) during the Promotion Period;
 - h) Pay the minimum 5% deposit under the Contract on the Eligible Property on or before the date required by the Contract;
 - i) Have not exercised the cooling-off period under the Contract;
 - j) Comply with the terms of the Contract (including any Special Conditions) and are not otherwise in default under the Contract;
 - k) Settle the acquisition of the Eligible Property on the due date for settlement required under the Contract which must be no later than Monday **30 September 2024** to be eligible for this Promotion;
- 6) 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 \$35,000 (GST inclusive, if any) settlement rebate by way of adjustment in favour of the Eligible Buyer at settlement of the Contract provided settlement occurs on or before the due date under the Contract.

Further Terms and Conditions of Promotion

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

- 7) 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.
- 8) The Eligible Buyer must, as soon as reasonably practicable, disclose the contents of this Promotion to any lending institution providing finance to the Buyer to assist with the purchase of the Property.
- 9) The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer does not, in the reasonable opinion of Mirvac, comply with any of these terms and conditions or any term or condition under the Contract.
- 10) This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
- 11) 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 even if Mirvac has been advised of the possibility of such damages.
- 12) Prior to an Eligible Buyer's entry into the Contract, Mirvac may, acting reasonably, cancel, terminate, modify, extend or suspend the Promotion to the Eligible Buyer.

- 13) 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 (and any special conditions therein) will prevail.
- 14) These terms and conditions are governed by the laws of New South Wales.
- 15) If there is any dispute to the eligibility of the customer to participate in this Promotion, Mirvac will, acting reasonably determine if the customer is entitled to qualify for the Promotion.
- 16) Mirvac shall notify the customer in writing by email whether or not they qualify for the Promotion with 14 days after the customer satisfies the requirements set out in these terms and conditions.

Privacy Collection Statement

- 17) 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 including Real Estate Services by Mirvac. 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.
- 18) 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.
- 19) 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.
- 20) 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.