

## NINE by Mirvac – Stamp Duty Rebate Terms and Conditions

### Background to Promotion

1. Mirvac Residential (NSW) Developments Pty Ltd (**Mirvac** or the **Promoter**) recently introduced the Stamp Duty Rebate Promotion (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at 9am on Tuesday 19 November 2024 and ends at 5pm on Tuesday 31 December 2024 (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide a settlement rebate of:
  - a. \$20,000 to Eligible Buyers who purchase a one bedroom apartment (**Type 1 Apartment**),
  - b. \$50,000 to Eligible Buyers who purchase a two bedroom apartment (**Type 2 Apartment**),
  - c. \$100,000 to Eligible Buyers who purchase a three bedroom apartment (**Type 3A Apartment**); and
  - d. \$100,000 to Eligible Buyers who purchase a three bedroom premium or penthouse apartment (**Type 3B Apartment**),at **NINE by Mirvac, Willoughby (Eligible Property)** during the 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 buyers 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. have not been referred to Mirvac or the NINE by Mirvac by a referring channel agent;
  - c. pay a holding deposit of \$5,000 (**Holding Deposit**) to Mirvac for the purchase of an Eligible Property during the Promotion Period;
  - d. enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property within 14 business days of paying the Holding Deposit (**Contract**);
  - e. pay the full 10% deposit required under the Contract on or before the date required by the Contract;
  - f. comply with the terms of the Contract and are not otherwise in default under the Contract; and

- g. settle the acquisition of the Eligible Property on the due date for settlement required under the Contract,

**(Eligible Buyer).**

6. Subject to paragraph 8 and subject to complying with the terms and conditions of this Promotion and the provisions set out in the special condition of the Contract, Mirvac will offer a rebate for stamp duty to the value of:
  - a. \$20,000 to Eligible Buyers who purchase a Type 1 Apartment;
  - b. \$50,000 to Eligible Buyers who purchase a Type 2 Apartment;
  - c. \$100,000 to Eligible Buyers who purchase a Type 3A Apartment; and
  - d. \$100,000 to Eligible Buyers who purchase a Type 3B Apartment,

(excluding any duty referred to in paragraph 8) **(Promotion Rebate).**

7. The Promotion Rebate will be provided by way of adjustment to the purchase price under the Contract and in no other manner.
8. Despite anything to the contrary in these terms and conditions or the Contract, Mirvac is not liable for, does not agree to provide any rebate in respect of, and the Promotion Rebate does not include, any Surcharge Purchaser Duty for which a Foreign Person is liable (as those terms are defined in the Duties Act 1997 (NSW)).

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

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

9. 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.
10. 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.
11. 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.
12. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
13. 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 even if Mirvac has been advised of the possibility of such damages.
14. 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.

15. 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.
16. These terms and conditions are governed by the laws of NSW.

### 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 any lending institutions, Mirvac sales consultants and approved leasing agents (if applicable). 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](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.
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.