

THE ALBERTINE & MERCEDES-BENZ MELBOURNE COMPETITION Terms and Conditions

Background to Competition

1. **Mirvac Victoria Pty Ltd ABN 42 006 708 363 (Mirvac or the Promoter)** recently introduced **The Albertine & Mercedes-Benz Melbourne Competition** at The Albertine by Mirvac (**Competition**).
2. The Competition is open for a limited time. The Competition commences at **09:00 AM on Friday 11th August 2023** and ends at **05:00 PM on Monday 30th September 2024 (Competition Period)**. All references to time in these terms and conditions are a reference to local time in **Melbourne, Victoria**.
3. Subject to these terms and conditions, Mirvac will enter the first thirty (30) Eligible Entrants who purchase an Eligible Property at The Albertine by Mirvac during the Competition Period into the draw to **Win a Mercedes-Benz EQE-SUV** from Mercedes-Benz Melbourne.
4. The following terms and conditions apply to the Competition. Entry into the Competition is deemed acceptance of these terms and conditions. A reference to Mirvac or the Promoter in these terms and conditions includes, where appropriate, Mirvac's employees, officers, volunteers, agents and contractors.

Competition Terms and Conditions

Eligibility to enter the Competition

5. The Eligible Entrant must be a natural person over the age of 18 acting on their own behalf and an Australian permanent resident or Australian citizen. You will be asked to provide either an Australian Passport or a Medicare card and current Australian drivers licence as evidence (**Eligible Entrants**). The Competition is not open to:
 - a. directors, management, employees and agents of Mirvac (and any of Mirvac's Related Bodies Corporate' as defined in the *Corporations Act 2001* (Cth)) and their immediate families.
6. The Eligible Entrant will be deemed to be the person whose name is on the unconditional contract for sale (**Contract**) for an Apartment at The Albertine during the Competition Period. If there is a dispute as to the identity of an Eligible Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

How to enter the Competition

7. To enter the Competition, Eligible Entrants must, during the Competition Period:
 - a. Purchase an Eligible Property at The Albertine during the Competition Period
 - b. pay the deposit in the time specified in the Contract for sale (**Contract**).
8. Eligible Entrants may submit multiple entries if they purchase more than one property e.g. one entry per property.
9. The time of entry is deemed to be the time the Contract goes unconditional for purchase of a property at The Albertine during the promotion period.

10. All entries become the property of Mirvac once they are received by Mirvac.
11. Eligible Entrants must disclose to Mirvac any issues that may generate negative publicity and impact on the success of this Competition and/or Mirvac at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.
12. Mirvac reserves the right to remove or disqualify an Eligible Entrant or their entry from the Competition if Mirvac, acting reasonably, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition will (in any way) negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition.
13. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of Mirvac and for their entry to be photographed, videoed and/or used for a story or feature on this Competition and to appear in print, digital, film or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature (including creative control) will remain at the discretion of Mirvac at all times. Any story or feature does not create a relationship of employer and employee, principal and agent, partnership or joint venture or similar between the Eligible Entrant and Mirvac.

Drawing of winners

14. The Winner of the prize will be drawn at random on an estimated date of March 1st, 2026 (the **Draw Date**) or any other date nominated by Mirvac. The Draw will take place at Mirvac's Melbourne Head Office located at Level 8, 1 Southbank Boulevard, Vic 3006 or at The Albertine located at 31 Queens Lane, Melbourne, VIC 3004. The judges' decision in relation to any aspect of the Competition will be final and binding on every person who enters.
15. Subject to the Eligible Entrant complying with the terms and conditions of this Competition (and the provisions set out in the Contract), Mirvac will notify the winner in writing at or after the Draw Date.
16. Mirvac will publish the Winner's name on *thealbertine.mirvac.com* website for a period of 28 days on the Draw Date.
17. If a winner does not claim a Prize within 28 days after the Draw Date, Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, Mirvac will conduct a redraw as soon as practicable at the same time and place as the first draw.
18. The Eligible Entrant agrees and acknowledges that in the event the Albertine development does not proceed or is delayed, Mirvac reserves the right to cancel, terminate, modify or suspend the Competition.
19. The Eligible Entrant agrees and acknowledges that it will be disqualified, and their entry removed from the Competition if:
 - (a) this Contract does not settle for any reason (including as a result of termination or rescission by any of the parties);
 - (b) the Eligible Entrant does not effect settlement on or before the Due Date; and

(c) the Eligible Entrant is in default under the Contract or has failed to comply with all the terms and conditions of the Contract. Prize

20. Winners of the Competition will receive Mercedes-Benz EQE 300 SUV (**Prize**). The total value of the Prize is approximately \$145,000. The Prize value is based on the retail price provided by Mercedes-Benz at the time of printing (inclusive GST). Neither Mirvac nor the Promoter accept responsibility for change in prize value.
21. The Prize may be subject to specific terms & conditions as required by the supplier of the Prize.
22. The Prize is the base model and any images used to portray the Prize are for display purposes only and may not depict the exact prize including the correct model year.
23. The Prize is non-transferrable, non-refundable and, to the extent that it comprises of non-cash elements, cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Competition or receiving the Prize are the sole responsibility of the Eligible Entrant.
24. If the Prize or any element of the Prize becomes unavailable for reasons beyond Mirvac's control, the Mirvac may substitute a prize or element of a prize of equal or greater value at Mirvac's sole discretion, subject to any written directions from any relevant authorities. Winners will not be entitled to any additional compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.
25. Eligible Entrants forfeit all rights to receiving the Prize or participate in the Competition if an Eligible Entrant does not comply with any of these terms and conditions.

Further Terms and Conditions of Competition

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

26. Each person participates in the Competition at their own risk.
27. In consideration of Mirvac permitting the Eligible Entrant to enter and participate in the Competition, the Eligible Entrant:
 - (a) releases and will release Mirvac (and its directors, officers, employees, volunteers, contractors, sponsors and/or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (to the extent permitted by law) however arising that the Eligible Entrant may have or may have had but for this condition arising from or in connection with each Eligible Entrant's participation in the Competition including any claim or liability which arises due to any act, omission or negligence of Mirvac (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) or in respect of any injury, death, or loss or damage to person or property; and
 - (b) indemnify and will keep indemnified Mirvac (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) and all corporations or persons that may sponsor, promote or donate a product or service to the Competition in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with the Eligible Entrant's participation in the Competition; and

- (c) by participating in the Competition, the Eligible Entrant warrants to Mirvac that the Eligible Entrant is not suffering from a condition which would prevent and/or render me unfit to participate in the Competition. The Eligible Entrant must withdraw from the Competition if they become aware of any medical condition or impairment or become sick or injured prior to the Competition.
28. Mirvac's decisions in relation to all aspects of this Competition are final and binding on all who enter, and no correspondence will be entered into.
29. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) Mirvac reserves the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Competition.
30. Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
31. To the extent permitted by law, Mirvac is not liable to the Eligible Entrant for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the Eligible Entrant's participation in this Competition even if Mirvac has been advised of the possibility of such loss or damages.
32. Without limiting paragraph 31, Mirvac is neither responsible nor liable for:
- a. any entry or claim for the Prize that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by Mirvac) including because of any failure in telecommunications equipment or service;
 - b. any postage costs including but not limited to courier costs in sending the entry to Mirvac's address
 - c. any financial, legal or tax liability that may arise from participation in the Competition; or
 - d. any defect or technical problem associated with the Prize.
33. These terms and conditions are governed by the laws of Victoria.

Privacy Collection Statement

34. By participating in the Competition, you agree to Mirvac using your personal information to promote its products and services.
35. 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.
36. 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.

37. 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.