

**The Sub-Penthouse at Trielle
Marina Berth Promotion Terms and Conditions**

Background to Promotion

1. Mirvac (Docklands) Pty Ltd (ABN 30 080 378 641) (**Mirvac or the Promoter**) recently introduced the '**The Sub-Penthouse at Trielle Marina Berth Promotion**' (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at 8.00am on 26th December 2025 and ends at 5.00pm on 30th June 2026 (**Promotion Period**), unless otherwise extended.
3. Mirvac has entered into separate leases for marina berths at Yarra's Edge where Melbourne City Council is the current landlord (**Lease**)
4. Under the Promotion, subject to these terms and conditions and third party consents in relation to the Lease (including from the landlord), Mirvac agrees to enter into sublease to sublet either a 13 metre or 14 metre marina berth at Yarra's Edge (**Eligible Marina Berth**) to the first three (3) Eligible Buyers who purchase one of the following apartments during the Promotion Period and settle on the purchase on the due date for settlement:
 - Apartment 9.01
 - Apartment 9.02
 - Apartment 8.02
 - Apartment 42.01
 - Apartment 42.02
 - Apartment 43.01
 - Apartment 43.02(each an **Eligible Property**).
5. The subletting of an Eligible Marina Berth will be effected by way of a sublease (**Sublease**). The commencement date of the Sublease will be the later of:
 - a. settlement under the Contract; and
 - b. the date that:
 - i. the Sublease is fully executed by the Eligible Buyer and Mirvac; and
 - ii. Melbourne City Council as landlord under the Lease provides its consent to the Sublease.
6. 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:

7. 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 Trielle by a referring channel agent;
- c. are not an employee, agent, consultant or related entity of Mirvac;
- d. exchange an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (**Contract**) during the Promotion Period;
- e. pay the full deposit required under the Contract on or before the date required by the Contract;
- f. comply with the terms of the Contract (including any special conditions) and are not otherwise in default under the Contract;
- g. settle the acquisition of the Eligible Property on the due date for settlement required under the Contract;
- h. do not exercised the cooling-off period under the Contract; and
- i. enter into the Sublease prior to the due date for settlement under the Contract.

(Eligible Buyer).

8. Subject to the Eligible Buyer complying with the terms and conditions of this Promotion and the provisions in the Contract governing the Promotion (if applicable), Mirvac will:
 - a. provide to the Eligible Buyer a Sublease in respect of an Eligible Marina Berth after full payment of the deposit under the Contract and prior to the due date for settlement under the Contract to be signed by the Eligible Buyer; and
 - b. in accordance with the provisions in the Contract governing the Promotion, arrange payment of the annual outgoings and the management fees for the Eligible Marina Berth (**Covered Costs**).
9. The Eligible Buyer may request that Mirvac grant an early access licence in respect of the Lease to facilitate the early berthing of a vessel at the Eligible Marina Berth, and Mirvac will act reasonably in considering such a request from the Eligible Buyer (which may require additional documentation to be prepared and entered into at the Eligible Buyer's cost). The Eligible Buyer acknowledges and agrees that the early access licence will be subject to the landlord providing its consent for Mirvac to grant the early access licence.
10. The Eligible Buyer acknowledges and agrees that:
 - a. the size of the Eligible Marina Berth is subject to availability;
 - b. while Mirvac will pay the Covered Costs, the Eligible Buyer is responsible for all other costs, fees and levies associated with the Eligible Marina Berth;
 - c. while the Sublease may be executed by the Eligible Buyer and Mirvac, the Melbourne City Council as landlord will need to provide its consent to the Sublease for it to become effective;

- d. the Sublease may be subject to amendments or conditions as required by the landlord;
- e. Mirvac will use reasonable endeavours to seek the consent of the landlord under the Lease to the Sublease, however cannot guarantee that the landlord will agree to consent to the Sublease, and accordingly the subletting of the Eligible Marina Berth remains subject to the landlord agreeing to consent to the Sublease;
- f. if the landlord does not agree to provide its consent to the Sublease, the Eligible Buyer must not claim compensation, rescind or purport to rescind the Contract, withholding part of the price under the Contract, delay settlement of the Contract, avoid any obligations under the Contract or otherwise may any claim against Mirvac except where the Eligible Buyer has statutory rights to do so;
- g. the Lease expires on 1 January 2030 and any extension of the term of Sublease or renewal of the Sublease must be negotiated directly between the Eligible Buyer and the landlord; and
- h. once the Sublease commences, the Eligible Buyer must comply with its obligations under the Sublease.

Further Terms and Conditions of Promotion

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

- 11. 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.
- 12. 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 Eligible Property.
- 13. 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 their Contract.
- 14. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
- 15. 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.
- 16. Prior to an Eligible Buyer's entry into the Contract, Mirvac may, acting reasonably, cancel, terminate, modify, extend or suspend the Promotion at any time by notice published on the Trielle website available here: {<https://trielle.mirvac.com>}
- 17. 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.
- 18. These terms and conditions are governed by the laws of Victoria.

Privacy Collection Statement

19. 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.
20. 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.
21. 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.
22. 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.