

### THE FABRIC BY MIRVAC | REFER A FRIEND PROMOTION Terms and Conditions

#### Background to Promotion

1. Mirvac Pty Ltd (**Mirvac** or the **Promoter**) recently introduced the 'Refer a Friend' at The Fabric by Mirvac in Victoria (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at **9:00am** on **Friday 3<sup>rd</sup> May 2024** and ends at **5:00pm** on **Sunday 30<sup>th</sup> June 2024** (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will offer a \$5,000 EFTPOS Cash Card (**Referral Sum**) to a Referring Party and a \$5,000 EFTPOS Cash Card to the Eligible Buyer (**Buyer Referral Sum**) if the Referring Party refers the Eligible Buyer to Mirvac and the Eligible Buyer enters into an unconditional contract of sale with Mirvac for the purchase of any lot at The Fabric by Mirvac, Victoria (**Eligible Property**) and settles 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 company, registered builder, superannuation funds or persons acting as agent on behalf of other persons;
  - b. resides or is an existing or previous owner of or have recently purchased any property at The Fabric by Mirvac in Victoria; and provides sufficient evidence to Mirvac confirming this requirement either drivers licence or utility bill.
  - c. introduces an Eligible Buyer by completing in full and signing an online "Refer a Friend' Introduction Form" (**Introduction Form**) and providing it to Mirvac.
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 Mirvac by a Referring Party and must not have been referred to Mirvac by a referring channel agent;
  - d. a person who, at the time of the referral for the Promotion, must not already been entered into the Mirvac's The Fabric database; and

- e. a new introduction to Mirvac and must not, in the reasonable opinion of Mirvac, exist in any current/present negotiations for the purchase of a property at The Fabric by Mirvac.
7. The Promotion is only available to a Referring Party and the Eligible Buyer if a Referring Party introduces an Eligible Buyer who:
  - a. exchanges an unconditional contract of sale with Mirvac for an Eligible Property (**Contract**) during the Promotion Period;
  - b. pays the full deposit in accordance with the Contract of Sale on or before the due date under the Contract;
  - c. complies with the terms of the Contract (including the additional provisions set out in the special conditions of the Contract) and are not otherwise in default under the Contract; and
  - d. settles the acquisition of the Eligible Property on the due date for settlement required under the Contract.
8. The online Refer a Friend Form must be received prior to the Eligible Buyer entering into the Contract, the form must be approved by an authorised officer or agent of Mirvac.
9. Subject to the Referring Party and the Eligible Buyer complying with the terms and conditions of this Promotion (and in the case of the Eligible Buyer complying with the additional provisions set out in the special conditions of the Contract), Mirvac will issue the Referral Sum to the Referring Party and the Buyer Referral Sum to the Eligible Buyer within 60 days after settlement of the Contract between Mirvac and the Eligible Buyer.
10. No Referral Sum or the Buyer Referral Sum issued under this Promotion will be deducted from the purchase price under the Referring Party / Eligible Buyer's Contract and is non-transferrable, non-refundable and cannot be exchanged for cash.
11. Mirvac reserves the right, acting reasonably, not to accept a referral.
12. There is no limit to the number of Eligible Buyers that the Referring Party may refer under this Promotion and subject to satisfaction of all relevant conditions:
  - (a) each Eligible Buyer will be entitled to the Buyer Referral Sum; and
  - (b) the Referring Party will be eligible to receive the Referring Sum referable to the number of referred Eligible Buyers they introduce.
13. 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.
14. Mirvac shall notify the Referring Party in writing by email whether or not they qualify for the Promotion within 14 days after the Eligible Buyer satisfies the requirements set out in these terms and conditions.

15. The Referral Sum and the Buyer Referring Sum may be subject to terms and conditions of the EFTPOS Gift Card issuer. Any dispute pertaining the gift card is strictly between the Referring Party/Eligible Buyer and the provider.
16. Any queries regarding the activation, use, operation or any other query in relation to the Mirvac EFTPOS Gift Card must be referred to the card issuer. These cards must be redeemed within 12 months of activation 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:

17. The Eligible Buyer and Referring Party acknowledge and agree 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 the Referral Sum or participating in the Promotion are the sole responsibility of the Eligible Buyer and Referring Party.
18. The Eligible Buyer and Referring Party must disclose the contents of this Promotion to any lending institution providing finance to the Buyer or Referring Party to assist with the purchase of the Eligible Property.
19. The Eligible Buyer and Referring Party forfeit all rights to receiving or participating in the Promotion if the Eligible Buyer and Referring Party, in the reasonable opinion of Mirvac, do not comply with any of these terms and conditions or any term or condition under the Contract.
20. This Promotion can be used in conjunction with any other promotion or campaign promoted at The Fabric by Mirvac.
21. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer and the Referring Party for any 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.
22. Mirvac may, acting reasonably, cancel, terminate, modify, extend or suspend the Promotion at any time by notice published on the The Fabric by Mirvac website here: [<https://thefabric.mirvac.com/>] however will continue to honour the Promotion for any Eligible Buyer that is referred before that notice is published.
23. 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 provisions of the contract of sale will prevail.
24. These terms and conditions are governed by the laws of Victoria.

### **Privacy Collection Statement**

25. 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.

26. 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.
27. 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.
28. 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.