



CAMERICH FURNITURE VOUCHER OFFER PROMOTION TERMS & CONDITIONS

Terms and Conditions

- (1) All terms and conditions relating to the 'Camerich Furniture Voucher Offer' promotion (**Promotion**) including the terms relating to entry to the Promotion are as set out in this document (**Terms and Conditions**).
- (2) Entry into the Promotion is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.

Definitions

- (3) In these Terms and Conditions, unless the context is otherwise provided:
 - a. **Camerich** means LH Squared Pty Ltd (ABN 81 165 192 334 / ACN 165 192 334) and any of its Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth)) which operates an Australian retail furniture business.
 - b. **Camerich Terms and Conditions** means any terms and conditions of Camerich relating to the use by the Buyer of the Camerich Furniture Voucher or the purchase of furniture at Camerich.
 - c. **Eligible Development** means each of the following property developments in Western Australia:
 - i. Latitude Leighton Beach – Prima and Meridian;
 - ii. Compass by Mirvac; and
 - iii. Claremont by Mirvac – Reserve and Grandstand.
 - d. **Eligible Property** means each unsold:
 - i. 2 and 3 bedroom apartment at Latitude Leighton Beach – Prima and Meridian; and
 - ii. 1, 2 and 3 bedroom apartment at Compass by Mirvac and Claremont by Mirvac – Reserve and Grandstand.
 - e. **Eligible Recipient** means a Purchaser of an Eligible Property who:
 - i. enters a Sale Contract in relation to the Eligible Property and such Sale Contract is unconditional;
 - ii. pays the deposit required to be paid by it under the Sale Contract to the Promoter; and
 - iii. Settles on the Sale Contract by the due date for settlement under the Sale Contract.
 - f. **Promoter** means Mirvac (WA) Pty Ltd (ABN 81 095 901 769).
 - g. **Promotion Period** means the period commencing at 00:01am on 1 March 2018 and ending at 11:59pm on 30 June 2018.
 - h. **Purchaser** means a natural person who:
 - i. is over the age of 18 years; and
 - ii. enters into a Sale Contract during the Promotion Period.
 - i. **Sale Contract** means a contract between a Purchaser and the Promoter for the sale of land for an Eligible Property.
 - j. **Settlement Date** means the date for settlement under the Sale Contract.
 - k. **Voucher** means a gift voucher for use at Camerich in the amount applicable to the Eligible Property.

Promotion Period

- (4) Subject to clause 25, the Promotion will run for the Promotion Period.
- (5) All references to time in these Terms and Conditions are a reference to the local time in Perth, Western Australia, Australia.

Eligibility to enter the Promotion

- (6) Entry to the Promotion is open only to Eligible Recipients.
- (7) Businesses, companies and incorporated associations are not eligible to enter the Promotion.
- (8) Directors, management, employees, agents, and their immediate families of the Promoter and any of their Related Bodies Corporate are not eligible to enter the Promotion.
- (9) The Promotion only applies once to each Eligible Property and a maximum of one (1) Voucher may be obtained for each Eligible Property.



- (10) The Eligible Recipient is required to disclose the Promotion to any lending institution providing finance to the Eligible Recipient to assist with the purchase of the Eligible Property.
- (11) The Promotion cannot be used in conjunction with any other promotions or offers made by the Promoter (past or present) in relation to the Eligible Developments.

Entry into the Promotion

- (12) To enter the Promotion, Eligible Recipients must:
 - a. enter into a Sale Contract for the purchase of an Eligible Property during the Promotion Period, including executing any special conditions annexed to the Sale Contract relating to this Promotion;
 - b. pay the full deposit required under that Sale Contract by the time specified in the Sale Contract; and
 - c. settle on the Sale Contract by the due date for settlement under the Sale Contract.
- (13) If a Purchaser does not comply with all of the requirements set out in these Terms and Conditions, the Promoter is not obliged to provide the Voucher to the Purchaser.

Invalid applications

- (14) The Promoter is not responsible for any incomplete, incorrectly submitted, lost, late or misdirected applications including any failure in telecommunications equipment or service.
- (15) The Promoter reserves the right, at any time, to verify the validity of applications and whether any applicant is an Eligible Recipient (including any applicant's identity and place of residence) and to disqualify any applicant who, in its opinion, tampers with the application process.

Vouchers

- (16) Vouchers will be available for each Eligible Property subject always to these Terms and Conditions and the applicable Sale Contract.
- (17) The value of each Voucher will be stated in the Sale Contract.
- (18) Vouchers must be taken as stated, are not transferable to another person (unless agreed by the Promoter in its absolute discretion), cannot be exchanged for other goods or services, and cannot be taken as cash. It is a condition of accepting a Voucher that the Eligible Recipient accepts the conditions of use of that Voucher.
- (19) Vouchers expire three (3) months after the Settlement Date under the applicable Sale Contract.
- (20) If any item purchased using a Voucher is returned, subject to the Camerich Terms and Conditions, a refund is properly due, such refund will be issued in the form of a Voucher. No cash refunds will be provided. All returns must be arranged through Camerich.
- (21) If a Voucher is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Voucher with an item up to the equal value or specification.
- (22) Vouchers will be available within fourteen (14) days after the settlement of a Sale Contract including payment of the deposit in full and may be collected personally from the Promoter's office, Monday to Friday between 9:00 am – 4:00pm.

Additional documentation

- (23) As a condition of accepting any Voucher, the recipient must provide proof of their identity to the Promoter in the form required by the Promoter.
- (24) Applicants acknowledge that compliance with these Terms and Conditions is required in order to claim the Voucher.

Reservation of rights

- (25) The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify, extend the duration of or suspend this Promotion at any time.

No waiver

- (26) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.



Limitation of liability

- (27) The Promoter and others associated with this Promotion and their respective Related Bodies Corporate, officers, employees, contractors, and agents will not be held liable for any loss, damage, injury or death whatsoever which is suffered or sustained (including but not limited to direct, indirect and any loss, damage, injury or death arising from any person's negligence) in connection with this Promotion, or any use of a Voucher, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).
- (28) Without limiting the above clause, applicants acknowledge that the Promoter shall not be liable for:
- a. late, lost, misdirected, incomplete or incorrect application forms;
 - b. any financial or legal implications (or otherwise) that may arise from a Voucher;
 - c. any failure in the performance of Camerich;
 - d. any default or insolvency of Camerich; or
 - e. any defect or technical problem associated with a Voucher or any item purchased using a Voucher.

Use of Personal information

- (29) By participating in the Promotion applicants agree that the Promoter, Camerich or any of their respective Related Bodies Corporate may use applicants' personal information to promote its products and services and may also disclose personal information to third party agents and service providers. Personal information may also be disclosed to overseas recipients who use the personal information to assist the Promoter or Camerich in the operation of its business.
- (30) The Mirvac Group Privacy Policy (available www.mirvac.com/privacy-policy) contains information about how you may request access to and correction of personal information the Promoter holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. If you no longer wish to receive promotional information from the Promoter, you may advise the Promoter of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to the Promoter.
- (31) Camerich's Privacy Policy (<http://camerich.com.au/privacy/>) contains information about how you may request access to personal information the Promoter holds about you.

Tax implications

- (32) The Promoter and Camerich accept no responsibility for any tax implications that may arise from accepting a voucher. Applicants should seek independent financial advice.
- (33) All references to dollars or \$ in these Terms and Conditions and any Special Conditions Form mean and refer to Australian dollars.

Governing law

- (34) These Terms and Conditions are governed by the laws of Western Australia.