



Terms and Conditions

Claremont by Mirvac Sale Costs and Commissions Rebate Promotion

Mirvac (WA) Pty Ltd (**Mirvac**) is offering a settlement rebate on lots sold at Claremont by Mirvac subject to the terms and conditions set out below.

Participating Projects

1. Subject to these terms and conditions, a rebate up to a maximum of \$22,500 (**Rebate**) is offered to each eligible buyer who purchases an eligible lot at Claremont by Mirvac (**Participating Project**).

Eligible Buyers

2. A Buyer will only be eligible to receive the Rebate if the Buyer:
 - (1) executes a Contract For Sale Of Land Or Strata Title By Offer And Acceptance (**Contract of Sale**) to purchase a lot at the Participating Project for a purchase price in excess of \$650,000 between 10:00 am (AWST) on 10 April 2018 and 5:00 pm (AWST) on 30 June 2018 (**Rebate Period**) and the Contract of Sale is unconditional;
 - (2) at the time of executing the Contract of Sale, provides Mirvac with the address, approximate listing price and proof of ownership (to Mirvac satisfaction in its sole discretion) of the Eligible Property;
 - (3) settles on the settlement date specified in the Contract of Sale or such later date as agreed by the parties;
 - (4) within 90 days after settlement of the Contract of Sale, provides Mirvac with one package which includes all receipts and/or other evidence to Mirvac satisfaction (in its sole discretion) of Eligible Expenses incurred and paid by the Buyer in the amount of the claimed Rebate along with a completed copy of the table set out in the attachment to these terms and conditions (**Attachment**);

(5) notifies the Seller in writing of the details of the Qualifying Agent with 14 days of the Buyer's property being listed for sale by the Qualifying Agent and keeps the Seller updated on the progress of the sale process; and

(6) is a natural person over the age of 18 years buying privately in his or her own right. The Rebate is not available to companies or persons buying as agents on behalf of others.

3. Buyers will forfeit all rights to receive the Rebate if they:

(1) fail to settle on the settlement date specified in the Contract of Sale;

(2) fail to comply with clause 2 above for any reason whatsoever; or

(3) breach any term of the Contract of Sale.

The Rebate:

4. The amount of any Rebate payable to each eligible Buyer shall be:

(1) where the sale price on an Eligible Sale is less than \$1,500,000, the lesser of:

(a) the total amount of Eligible Expenses for which the Buyer provides Mirvac with receipts and/or other evidence to Mirvac's satisfaction (in its sole discretion) prior to settlement of the Contract of Sale; and

(b) the amount equal to 1.5% of the sale price on an Eligible Sale; and

(2) where the sale price on an Eligible Sale exceeds \$1,500,000, the lesser of:

(a) the total amount of Eligible Expenses for which the Buyer provides Mirvac with receipts and/or other evidence to Mirvac's satisfaction (in its sole discretion) prior to settlement of the Contract of Sale; and

(b) \$22,500.

5. **Eligible Expenses** means any of the following expenses incurred and actually paid by the Buyer at or around settlement of an Eligible Sale but in any event prior to the date that is 60 days after settlement of the Contract of Sale:

- (1) any commissions or other payments paid to a Qualifying Agent in connection with the Eligible Sale up to a maximum cumulative total of 1.5% of the sale price of the Eligible Sale;
 - (2) the cost of advertising for the Eligible Sale;
 - (3) legal and conveyancing fees related to the Eligible Sale;
 - (4) costs associated with an auction or other method of sale utilised with respect to the Eligible Sale; and
 - (5) taxes (excluding income, capital gains or other taxes assessed on the Buyer's receipt of the proceeds of the Eligible Sale) and duties incurred in connection with the Eligible Sale.
6. **Eligible Property** means a residential property owned by the Buyer (or previously owned by the Buyer) and nominated by the Buyer in connection with the Rebate at the time of executing the Contract of Sale.
7. **Eligible Sale** means a sale of the Eligible Property which settled within the 60 days after settlement of the Contract of Sale.
8. **Qualifying Agent** means an appropriately licensed or registered real estate agent or sales representative engaged by the Buyer to sell its existing property;
9. Each Buyer acknowledges and agrees that:
 - (1) Mirvac:
 - (a) is not, and at no time has been, involved in the Buyer's engagement of or other dealings with any Qualified Agent;
 - (b) has no control over or responsibility for the conduct of any Qualifying Agent or any of its directors, officers, employees, agents or contractors;
 - (c) makes no representation, warranty or guarantee whatsoever with regard to any Qualifying Agent, including, without limitation, with

- regard to skill, qualification, capability or suitability for any purpose;
- (d) will in no event be liable for any act, omission or other conduct of any Qualifying Agent or any of its directors, officers, employees, agents or contractors.
- (2) it must provide Mirvac with one package which includes all receipts and/or other evidence of the Eligible Expenses it proposes to claim and a completed copy of the table set out in the Attachment within 90 days after settlement of the Contract of Sale;
- (3) the Buyer will receive the Rebate in the form of a cash rebate within 28 days following receipt of the information required to be provided by the Buyer under clause 2(3) of these terms and conditions; and
- (4) Mirvac reserves the right to alter the amount of the Rebate for any Participating Project at any time during the Rebate Period, except with respect to any lot already the subject of a binding Contract of Sale.

Further Terms and Conditions

10. Each Buyer acknowledges and agrees that:

- (1) the Buyer is required to disclose the contents of this promotion to any lending institution providing finance to the Buyer to assist with the purchase of the property;
- (2) the Buyer's right to the Rebate is not transferable or assignable to any other party;
- (3) the Rebate cannot be used in conjunction with any other promotions or offers made by Mirvac (past or present) in relation to the Participating Projects;
- (4) the Rebate promotion may be withdrawn, or these terms and conditions amended, at any time during the Rebate Period at Mirvac's absolute discretion;
- (5) these terms and conditions are governed by the laws of the State of Western Australia;
- (6) Mirvac shall not be liable for any financial or legal implications (or otherwise) in connection with the Rebate promotion;
- (7) Mirvac reserves the right to take appropriate legal action against a participant in breach of the terms and conditions of this promotion; and

- (8) to the extent permitted by law, under no circumstances will Mirvac be liable to a participant for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with a participant's participation in this promotion, even if Mirvac has been advised of the possibility of such damages.