

## Terms and Conditions

### Claremont by Mirvac Transport and Storage Costs 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 \$3,000 (**Rebate**) is offered to each eligible buyer (**Buyer**) who purchases a lot at Claremont by Mirvac (**Participating Projects**).

#### Eligible Buyers

2. A Buyer will only be eligible to receive the Rebate if the Buyer:
  - a. executes a Contract For Sale Of Land Or Strata Title By Offer And Acceptance (**Contract of Sale**) to purchase a lot in one of the Participating Projects between 10:00 a.m. (AWST) on 10 April 2018 and 5:00 p.m. (AWST) on 30 June 2018 (**Rebate Period**) and the Contract of Sale is unconditional; and
  - b. settles on the settlement date specified in the Contract of Sale or such later date agreed by the parties;
  - c. within 120 days after settlement of the Contract of Sale, provides Mirvac with one package which includes all receipts and/or other evidence to Mirvac's 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**);
  - d. 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. A Buyer will forfeit all rights to receive the Rebate if it:
  - a. fails to settle on the settlement date specified in the Contract of Sale;
  - b. fails to comply with clause 2 above for any reason whatsoever; or
  - c. breaches any term of the Contract of Sale.

#### The Rebate

4. The amount of any Rebate payable to each eligible Buyer shall be 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) following settlement of the Contract of Sale; and
  - b. \$3,000.
5. **Eligible Expenses** means any of the following expenses incurred and paid by the Buyer in relation to moving the Buyer's furniture and personal effects to the Buyer's apartment at the

Participating Project during the period commencing on 10 April 2018 and ending on the date that is 120 days after settlement of the Contract of Sale including:

- a. domestic transportation costs including truck rental and fees paid to professional removalists;
  - b. packing materials such as boxes, bubble-wrap and tape;
  - c. fees for professional packing, unpacking and installation services;
  - d. fees and other charges paid to a "self-storage" or other commercial storage facility for temporary storage of the Buyer's furniture and personal effects prior to the Buyer moving in to its unit at the Participating Property;
6. Each Buyer acknowledges and agrees that:
- a. 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 before the date that it 120 days after settlement of the Contract of Sale;
  - b. 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(c) of these terms and conditions; and
  - c. 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

7. Each Buyer acknowledges and agrees that:
- a. 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;
  - b. the Buyer's right to the Rebate is not transferable or assignable to any other party;
  - c. 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 unless otherwise agreed by Mirvac in writing;
  - d. the Rebate promotion may be withdrawn, or these terms and conditions amended, at any time during the Rebate Period at Mirvac's absolute discretion. Mirvac will honour any existing Rebates it has committed to prior to any cancellation or amendment of the promotion;
  - e. these terms and conditions are governed by the laws of the State of Western Australia;
  - f. Mirvac shall not be liable for any financial or legal implications (or otherwise) in connection with the Rebate promotion;
  - g. Mirvac reserves the right to take appropriate legal action against a participant in breach of the terms and conditions of this promotion; and
  - h. 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.

**ATTACHMENT****Latitude at Leighton & Claremont on the Park  
Transport and Storage Costs Rebate Promotion****SCHEDULE OF COSTS INCURRED BY BUYER**

No.	Description of Service (Transport/Storage) on invoice	Date receipt payment of invoice	Receipt Amount	Receipt /invoice provided (Y/N) - Mirvac to complete)
			\$	

<b>Buyer Name:</b>	
<b>Project</b>	
<b>Apartment</b>	
<b>Date Settlement occurred</b>	
<b>Declaration</b>	I declare that: (1) the invoices and receipts described above and the copies of those receipts and invoices which have been provided to Mirvac (WA) Pty Ltd include the costs for storage and transport services incurred by me/us in relation to my/our purchase of the Apartment. (2) the receipts and invoices described above include all storage and transport costs incurred by me/us in relation to my/our purchase of the Apartment.
<b>Buyer signature</b>	
<b>Date</b>	