

### Compass Latitude Leighton Beach Lifestyle Bonus Terms and Conditions

#### Background to Promotion

1. Mirvac (WA) Pty Limited (**Mirvac** or the **Promoter**) recently introduced the Lifestyle Bonus promotion for the first five Eligible Buyers who purchase an available apartment at Compass Latitude Leighton Beach (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at 4:00pm on 11 June 2020 and ends at 5pm on 19 July 2020. (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide to the first ten (10) Eligible Buyers who purchase an available one, two or three bedroom apartment at Compass Latitude Leighton Beach (**Eligible Property**) during the Promotion Period:
  - a. a \$20,000 Settlement Rebate (**Settlement Rebate**); and
  - b. a stamp duty rebate equal to the greater of:
    - i. 25% of the stamp duty payable on the acquisition of the Eligible Property (excluding any duty referred to in paragraph 7); and
    - ii. the difference between \$25,000 and the stamp duty payable on the acquisition of the Eligible Property under the Contract (excluding any duty referred to in paragraph 7)

(**Stamp Duty Rebate**).

#### Example;

Purchase Price	\$995,000.00 (incl GST)
Stamp Duty Payable based on Australian resident purchaser*	\$42,358.00
Mirvac Stamp Duty Rebate	\$17,358.00
Mirvac Settlement Rebate	\$20,000.00
Total Mirvac Rebate (Inclusive of Mirvac Stamp Duty Rebate and Mirvac Settlement Rebate)	\$37,358.00

\*Note stamp duty calculation is based on stamp duty rates in 2019-2020 and is an estimate only. Mirvac does not warrant the accuracy of the estimate. Stamp duty amount will vary if the purchaser is a foreign person. Purchasers should obtain their own financial and legal advice on stamp duty liability.

4. 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:

5. The Promotion is for the first 5 buyers who:
- 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;
  - are not an employee, agent, consultant or related entity of Mirvac;
  - enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (**Contract**) during the Promotion Period;
  - pay the full 10% deposit required under the Contract on or before the date required by the Contract;
  - comply with the terms of the Contract and are not otherwise in default under the Contract; and
  - settle the acquisition of the Eligible Property on the due date for settlement required under the Contract.

**(Eligible Buyer).**

6. Subject to paragraph 7 and subject to complying with the terms and conditions of this Promotion, Mirvac will provide the Stamp Duty Rebate and Settlement Rebate each by way of an adjustment in favour of the Eligible Buyer at settlement of the Contract.
7. Despite anything to the contrary in these terms and conditions or the Contract, Mirvac is not liable for, does not agree to provide any rebate in respect of, and the Stamp Duty Rebate does not include, any Foreign Transfer Duty (as defined in the *Duties Act 2008* (WA)) for which a purchaser may be liable.
8. The Promotion Rebate is valid for the first five sales during the Promotion Period on a first-come-first-served basis.
9. If the Eligible Buyer applies for and receives the WA Government off-the-plan duty rebate (**WA Government Rebate**) then the combination of the WA Government Rebate and the Stamp Duty Rebate may allow the Eligible Buyer to obtain rebates for 100% of stamp duty payable on the acquisition of the Eligible Property. The purchaser is responsible for complying with the terms and conditions of WA Government Rebate scheme and Mirvac makes no representations about whether or not or when the Eligible Buyer will be able to obtain the WA Government Rebate. Purchasers should obtain their own legal and financial advice. See <https://www.wa.gov.au/service/financial-management/taxation-and-duty/apply-the-plan-duty-rebate> for more details.

### **Further Terms and Conditions of Promotion**

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

- 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.
- The Eligible Buyer must disclose the contents of this Promotion to any lending institution providing finance to the Buyer to assist with the purchase of the Property.

12. 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 the Contract.
13. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
14. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's participation in this Promotion even if Mirvac has been advised of the possibility of such damages.
15. Prior to an Eligible Buyer's entry into the Contract, Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
16. 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 prevails.
17. These terms and conditions are governed by the laws of Western Australia.

### Privacy Collection Statement

18. 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.
19. 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.
20. 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.
21. 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.