

GREEN SQUARE BY MIRVAC THE RIGHT START Terms and Conditions

Background to Promotion

1. Mirvac Green Square Pty Ltd (**Mircvac** or the **Promoter**) recently introduced The Right Start by Mircvac promotion (**The Right Start promotion**).
2. The Right Start promotion will run for a limited time. The Right Start promotion commences at 9am on Tuesday, 12 April 2022 and ends at 5pm on Wednesday, 31 August 2022 (**Promotion Period**).
3. Under The Right Start promotion, subject to these terms and conditions, Mircvac will approve a deposit of 5% of the contract price (**1st Instalment**) followed by 2.5% deposit of the price on or before the date 5 months from the Contract date (**2nd Instalment**) and the remaining 2.5% on or before the date 10 months after the Contract date (**3rd Instalment**) to Eligible Buyers who purchase an apartment at Portman on the Park, Portman House and The Frederick by Mircvac (**Eligible Property**) during the Promotion Period.
4. The following terms and conditions apply to The Right Start promotion. By participating in The Right Start 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 Right Start promotion if the following terms and conditions are satisfied:

5. The Promotion is for buyers who:
 - a. are natural persons over the age of 18 years and are not a company, superannuation fund or persons acting as agent on behalf of other persons;
 - b. are Australian permanent residents or Australian citizens. You will be asked to provide either an Australian Passport or a Medicare card and current Australian drivers licence as evidence;
 - c. have not owned or had a relevant interest in a residential property in Australia before and have not previously received or retained a grant, exemption or concession under any scheme or policy for first home buyers from any State Government or the Federal Government;
 - d. provide a statutory declaration in a form satisfactory to Mircvac declaring the matters set out in paragraph 5c above;
 - e. complete a credit assessment with an accredited Mortgage Advice Bureau broker for the purpose of ensuring financial suitability
 - f. and enter into an unconditional contract of sale with Mircvac for the purchase of an Eligible Property (**Contract**) during the Promotion Period, (**Eligible Buyer**).

6. Eligible Buyers will be eligible to pay their deposit in the manners described in these terms and conditions.
7. On the date the Eligible Buyer and Mirvac enter into the Contract, the Eligible Buyer must provide the first instalment of the deposit which is 5% of the Contract price (**1st Instalment**). Bank guarantees and deposit bonds will not be accepted as payment for the 1st instalment. The Eligible Buyer may be required to pay a reservation amount prior to entry into the Contract. If so, the reservation amount will be applied as part payment of the 1st Instalment, and the Eligible Buyer will only be required to pay 5% of the Contract price less the reservation amount as 1st Instalment.
8. Eligible Buyers must then pay the balance of the deposit (being 5% of the purchase price) by either:
 - a. paying 2.5% of the price on or before the date 5 months from the Contract date and the remaining 2.5% on or before the date 10 months after the Contract date, on completion or on termination of the Contract (whichever is the earlier); or
 - b. deposit bond within 45 business days of the Contract date.
9. If the Eligible Buyer elects to pay the balance of the deposit in instalments as described in paragraph 8.a above, then within 45 business days after the Contract date, the Eligible Buyer must provide proof of conditional pre-approval for finance to a value of the purchase price under the Contract less 10%. The proof must be provided to Mirvac's solicitor as evidence of the Eligible Buyer's potential capacity to settle the Contract. If the Eligible Buyer does not provide this evidence, Mirvac may elect to rescind the Contract and return any deposit money paid, less legal expenses.

Further Terms and Conditions of Promotion

The following additional terms and conditions also apply to The Right Start promotion:

10. The Eligible Buyer acknowledges and agrees that The Right Start 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 Right Start promotion are the sole responsibility of the Eligible Buyer.
11. 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 and to their legal advisers but must otherwise keep the terms of the Right Start promotion and the relevant clause(s) of the Contract and any action taken by a party pursuant to those clauses confidential (unless otherwise consented to by Mirvac).
12. The Eligible Buyer forfeits all rights to receiving or participating in The Right Start 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 Right Start 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 Right Start promotion, the contract of sale prevails.
17. These terms and conditions are governed by the laws of **[New South Wales]**.

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) 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; and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
21. By participating in The Right Start 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.