

Mirvac's Affordability Experiment – Study Family Selection Competition

The promoter of this competition is Mirvac (WA) Pty Ltd (ABN 81 095 901 769) of Level 39, 108 St Georges Terrace, Perth WA 6000 (the **Promoter**).

TERMS AND CONDITIONS

1. Information on how to enter Mirvac's Affordability Experiment - Study Family Selection Competition (as set out below) form part of these terms and conditions. The submission of an application is deemed as unconditional acceptance of these terms and conditions.
2. The Promoter is currently building an energy efficient home (**Terrace Home**) at the Promoter's Iluma Private Estate development in Bennett Springs, Western Australia. The Promoter is endeavouring to produce a home which is affordable to purchase and can operate efficiently in order to harness affordable energy use.
3. The Promoter is searching for a family to move into the Terrace Home for twelve months (**Competition Period**), during such time their energy use, water use and lifestyle will be monitored to understand the true costs of delivering an efficient home that can reduce household costs and expenditure.

Competition outline

4. There are two phases to the application process:
 - a. written application and audition video submission (**Phase 1**); and
 - b. interview (**Phase 2**).

Each phase will be judged separately by a panel of judges appointed by the Promoter (**Judging Panel**).

5. During Phase 1, eligible entrants will be invited to submit an application form and a short audition video describing why they want to be part of the study. Six (6) entrants will be shortlisted by the Judging Panel and will move on to Phase 2 (each a **Finalist**).
6. During Phase 2, the Finalists will be required to meet the Judging Panel for a brief interview. The Judging Panel will select one (1) family to be the Mirvac's Affordability Experiment – Study Family (**Winner**) to be awarded the Prize.
7. The Winner will be given:
 - a. the opportunity to live in the Terrace Home commencing at a time elected by the Promoter for a term of 1 year, subject to fulfilment and compliance with the terms and conditions outlined in their role as the Study Family. The Winner will be required to enter into a lease to document the terms on which they occupy the Terrace Home. The Winner will be required to provide a rental bond and pay market rent for one year. All rent will be held in a trust account administered by the Promoter's solicitors on trust for the Promoter. All household bills during the term will be the responsibility of the Winner;

- b. access to a financial adviser from an Australian financial institute. The Winner will be encouraged to contribute a percentage of their uncommitted monthly income into savings;
- c. prior to the end of the lease term, the opportunity to enter into an unconditional contract for sale (on the Promoter's usual terms and conditions) to purchase the Terrace Home in its then current state (**Contract for Sale**). In the event that the Winner:
 - i. elects to enter into the Contract for Sale, the rent will be applied towards the Deposit payable under the Contract for Sale, and where the rent is more than the Deposit, the difference is to be applied so as to best assist the Winner to prepare for home ownership, whether in reduction of any then existing debt of the Winner or otherwise as directed by the Promoter; or
 - ii. does not elect to enter into the Contract for Sale, the rent will be paid to and retained by the Promoter; and
- d. in the event the Winner elects to enter into the Contract for Sale and proceeds to complete the purchase, an amount of \$10,000 to further contribute to the Purchase Price under the Contract for Sale, to be contributed at Settlement under the Contract for Sale,

(together the **Prize**).

8. To be eligible to enter:

- a. you must be a family, defined by at least one adult and at least one child (under the age of 18 years) (**Eligible Study Family**);
- b. each member of the Eligible Study Family must be an Australian Resident¹ with a residential address in Western Australia;
- c. at least one member of the Eligible Study Family must be eligible for the Western Australian First Home Owner Grant at the time of entry. More information regarding the eligibility for the Western Australian First Home Owner Grant can be found at the following website https://www.finance.wa.gov.au/cms/State_Revenue/FHOG/About_the_First_Home_Owner_Grant.aspx
- d. the Eligible Study Family must be eligible for a Keystart Home Loan at the time of entry. More information regarding eligibility for a Keystart Home Loan can be found at the following website <https://www.keystart.com.au/loans-and-tools/low-deposit-home-loan>
- e. be a family who is willing to have their living behaviours monitored and be open to implementing advice on how those behaviours may potentially be modified; and
- f. no member of the Eligible Study Family may be:
 - i. an employee or a member of the immediate family of an employee of:
 - a. the Promoter or its related bodies corporate (as defined in the Corporations Act 2001 (Cth) (**Related Bodies Corporate**); or
 - b. the Electricity Generation and Retail Corporation Trading as Synergy or Keystart Loans Ltd or either of their Related Bodies Corporate being the agencies and partners involved with the Promoter in Mirvac's Affordability Experiment Project (**Project Partners**);
 - ii. currently employed by a direct competitor of Mirvac.

¹ For the purpose of this competition, an Australian Resident is a person who resides in Australia and is one of the following:

- (a) an Australian citizen; or
- (b) the holder of a permanent visa.

Phase 1 – Application form and audition video

9. Phase 1 commences at 12.00pm (AWDST) on 25th September 2019 and closes at 5.00 pm (AWDST) on Sunday 17th November 2019 (**Phase 1 Period**). Phase 1 judging will begin on Monday 4th November 2019 at Mirvac, Level 39, 108 St Georges Terrace WA 6000. The Finalists will be notified by email and by telephone of their selection for Phase 2 no later than Friday 23rd November 2019.
10. To enter Phase 1, eligible entrants must, during the Phase 1 Period:
 - a. visit www.ilumaprivateestate.mirvac.com, complete the application form including their full name, mailing address, daytime telephone number and current email address; and
 - b. upload a video to YouTube as specified in entry instructions (no longer than 2 minutes) outlining why their family would be the best applicant for the study.
11. Each submission will be individually judged based on merit and fit for Mirvac's Affordability Experiment Project.
12. The Promoter reserves the right to record entries in order of merit and to award the next best entry with Finalist status in the event of any entrant being unable to satisfy these terms and conditions or otherwise forfeiting their Finalist status.

Phase 2 – Interview

13. Phase 2 of the competition commences at 9.00 am (AWDST) on Monday 26th November 2019 and closes at 5.00 pm (AWST) on Friday 20th December 2019 (**Phase 2 Period**).
14. To participate in Phase 2, Finalists must at a time to be determined as per the dates above, be present for an interview with the Judging Panel at which time they will be required to provide evidence that they satisfy the conditions in item 8 of these terms and conditions.
15. Each Finalist will be individually judged based on merit and fit for Mirvac's Affordability Experiment Project.
16. The Winner will be notified in writing and by telephone using the contact details given in their application form. The Winner's name will be published by the Promoter including to the Promoter's Western Australian residential database.
17. The Promoter reserves the right to record the Finalists in order of merit and to award the next best Finalist status in the event of the Winner being unable to satisfy these terms and conditions or otherwise forfeiting their Winner status or not accepting the Prize.

General

18. All decisions relating to the conduct of the competition, including, but not limited to, decisions of the Judging Panel, the selection of any and all parts of an entry to be published, and the awarding of the Prize, are at the sole and exclusive discretion of the Judging Panel and not subject to discussion or appeal.
19. By entering this competition, each entrant agrees and warrants to the Promoter that:
 - a. the entrant is not currently employed by a direct competitor of Mirvac and that if that status changes during the course of the competition and the entrant is selected as a Finalist, the Finalist agrees to immediately inform the Promoter and the Finalist's continuation in the competition will be at the discretion of the Promoter; and

- b. to the best of their ability the entrant will maintain their household and employment status as assessed at the time of entry, subsequently and, if selected as the Winner, during the Competition Period.
20. The Promoter reserves the right at any time, to verify the validity of entries and entrants (including an entrant's identity, employment, income, age, rental history, residency status and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions will be accepted at the discretion of the Promoter. Failure by the Promoter to enforce any of their rights at any phase does not constitute a waiver of those rights.
21. It is a condition of participating in the competition that:
- a. the entrants agree to be interviewed, photographed and filmed on at least 2 days' notice at the direction and discretion of the Promoter and to the use of their entry by the Promoter and the Project Partners (and any of their agents or contractors) for a story or feature on this competition or the Promoter's or Project Partners' products and services to be developed and featured in media outlets, networks or associated social media platforms (or any other form of media it deems suitable), on the Promoter's and the Project Partners' websites, marketing and sales collateral or in any of the Promoter's or the Project Partners' marketing channels without further remuneration or reference to the entrant. The inclusion of any such feature (including but not limited to creative control of the feature) will remain at the discretion of the Promoter at all times;
 - b. the Winner must make available copies of utility bills, including but not limited to, the period before the Competition Period and during the Competition Period. The Winner must also make available to the Promoter any information received during the Competition Period regarding energy use, water use and lifestyle changes;
 - c. the Winner must maintain a fortnightly video diary of their life in the Terrace Home for the Competition Period which will include, but will not be limited to, transparency around utility usage and general life as a family in the Terrace Home;
 - d. the Winner must allow the Promoter and Project Partners (and their suppliers and contractors) to access the Terrace Home as required with at least 7 days' notice to provide tours and/or filming for educational purposes;
 - e. the Winner must provide quotes to the Promoter for media related purposes and must not undertake any other media activity (including social media) unless approved by the Promoter;
 - f. all data generated through the occupation and use of the Terrace Home by the Winner is owned by the Promoter and can be used in any manner in the Promoter's absolute discretion; and
 - g. the Winner must sign up for Synergy's My Account online feature for the duration of the Competition Period.
22. The Promoter is not responsible nor liable for any late, lost, unsuccessfully sent or misdirected mail or electronic communications regarding the competition.
23. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the internet service provider used.
24. Incomplete, indecipherable or illegible entries will be deemed invalid.

25. The Promoter may change these terms and conditions at any time by providing notice to entrants by using the contact details submitted at the time of entry. Changes may include, but are not limited to: changes to the Prize; the dates and/or time of the Competition Period.
26. The Promoter may elect to waive any of the terms and conditions of this competition in its ultimate discretion.
27. If this competition or the Prize is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:
 - a. disqualify any entrant; or
 - b. modify, suspend, terminate or cancel the competition or the Prize.
28. All entrants participating in this competition at the point of termination, modification or suspension of the competition will be notified by the Promoter in writing. In the event of modification or suspension of the competition, the entrant may choose to terminate their participation in the competition at no cost.
29. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the non-excludable statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other non-excludable implied warranties under the ASIC Act 2001 (Cth) or similar non-excludable consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
30. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter and its Project Partners (including their officers, employees, suppliers and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition or partaking in the Prize, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the control of the Promoter);
 - b. any theft, unauthorised access or third party interference;
 - c. any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in Prize value or duration to that stated in these terms and conditions;
 - e. any tax liability incurred by a Winner; or
 - f. redemption of the Prize.
31. The Promoter and its Project Partners are not liable for any loss or damage whatsoever which is suffered by any entrant, Finalist or Winner of the competition, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the Prize, except for any liability which cannot be excluded by law.
32. The Promoter collects personal information (**PI**) in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to its Related Bodies Corporate, the Project Partners and their Related Bodies Corporate, financial providers, agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their privacy policies, which can be accessed by visiting <http://www.mirvac.com.au/Privacy-Policy/>. In addition to any use that may be outlined in the relevant privacy policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning any entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the relevant privacy policy.