

VOYAGER AT YARRA'S EDGE – LUNAR NEW YEAR PROMOTION

Financial Rebate

Terms and Conditions

Background to Promotion

1. **Mirvac (Docklands) Pty Ltd** ABN 30 080 378 641 of Level 5, 6 Riverside Quay Southbank VIC 3006 (**Mirvac** or the **Promoter**) recently introduced the Lunar New Year promotion for all apartments for sale at Voyager, Yarra's Edge (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at **9am** on **Tuesday 1st February 2022** and ends at **5pm** on **Monday 28th February 2022 (Promotion Period)**.
3. Under the Promotion, subject to these terms and conditions, Mirvac will offer a rebate to Eligible Buyers who purchase an apartment at **Voyager (Eligible Property)** during the Promotion Period. The Lunar New Year Bonus is specific to each apartment type with the following rebate values:

Bedroom Type	Rebate Amount
1-Bedroom Apartment	\$38,888
2-Bedroom Apartment	\$58,888
3-Bedroom Apartment	\$58,888

The Lunar New Year Bonus is available for all apartments available for purchase from Mirvac at Voyager during the Promotion Period.

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 buyers who:
 - a. 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;
 - b. have not been referred to Mirvac or the Voyager at Yarra's Edge by a referring channel agent;
 - c. are not an employee, agent, consultant or related entity of Mirvac;
 - d. enter into an unconditional contract of sale with Mirvac for the purchase of an Eligible Property (**Contract**) during the Promotion Period;
 - e. pay the full **10% deposit** required under the Contract on or before the date required by the Contract;

- f. comply with the terms of the Contract and are not otherwise in default under the Contract; and
- g. settle the acquisition of the Eligible Property on the due date for settlement required under the Contract,

(Eligible Buyer).

- 6. Subject to complying with the terms and conditions of this Promotion and the provisions set out in Rebate Clause 37 of the Contract, Mirvac will offer the Eligible Buyer a rebate to the value of the Lunar New Year Bonus (including any GST) (**Promotion Rebate**).
- 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 Promotion Rebate does not include, any rebate in respect of any Foreign Purchaser Additional Duty for which a Foreign Person is liable (as those terms are defined in the *Duties Act 2000* (VIC)).
- 8. Despite anything else in these terms and conditions, the Promotion ends on the earlier of:
 - a. the expiry of the Promotion Period; and

Further Terms and Conditions of Promotion

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

- 9. 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.
- 10. 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.
- 11. 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.
- 12. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. These terms and conditions are governed by the laws of Victoria.

Privacy Collection Statement

17. 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.
18. 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.
19. 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.
20. 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.

VOYAGER AT YARRA'S EDGE – LUNAR NEW YEAR PROMOTION

Rental Guarantee

Terms and Conditions

Background to Promotion

1. **Mirvac (Docklands) Pty Ltd** ABN 30 080 378 641 of Level 5, 6 Riverside Quay Southbank VIC 3006 (**Mirvac** or the **Promoter**) recently introduced the Lunar New Year Rental Guarantee Promotion for Voyager, Yarra's Edge (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at **9am** on **Tuesday 1st February 2022** and ends at **5pm** on **Monday 28th February 2022 (Promotion Period)**.
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide an 8% Rental Guarantee for 12 months to Eligible Buyers who purchase an apartment at Voyager, Yarra's Edge (**Eligible Property**) during the Promotion Period.
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 only open to natural persons over the age of 18 acting on their own behalf (**Eligible Buyer**). The Promotion is not open to businesses or corporations.
6. The Promotion is restricted to sales made directly through a Mirvac Sales Consultant.
7. The Promotion is only available to Eligible Buyers who enter into a Contract of Sale with Mirvac to purchase an Eligible Property and that Contract of Sale:
 - a. is entered into during the Promotion Period;
 - b. is unconditional; and
 - c. includes the Rental Guarantee Special Condition,**(Eligible Contract)**.
8. If the Eligible Buyer enters into the Eligible Contract during the Promotion Period and settles the Eligible Contract by the Completion Date:
 - a. the Eligible Buyer will be entitled to the Rental Guarantee;

- b. within 2 months of the date of completion of the Eligible Contract, the Promoter will arrange for a Depreciation Schedule to be prepared for the Eligible Property and provided to the Eligible Buyer, at the Promoter's cost
9. The Eligible Buyer will not be entitled to receive any part of the Rental Guarantee Promotion if the Contract is terminated, the Eligible Buyer breaches these terms and conditions or the Contract, or completion of the Contract occurs after the date for completion required under the Contract.
10. The items in the Rental Guarantee Promotion are subject to amendment by Mirvac but subject to the terms of the Eligible Contract.
11. The Eligible Buyer's right to receive the Rental Guarantee Promotion will be exclusive to the Eligible Buyer and cannot be transferred to any other party.
12. The Eligible Buyer is required to disclose these terms and conditions to the Lending Institution as soon as practicable after being provided with these Terms and Conditions by Mirvac. The Eligible Buyer indemnifies Mirvac and its related entities against all claims, damages, losses, liability or proceedings of any nature arising from any breach of this warranty.
13. As a condition of participating in the Promotion, the Eligible Buyer consents to Mirvac releasing information regarding these terms and conditions to the Lending Institution upon Mirvac receiving a request from the Lending Institution and without further reference to the Eligible Buyer.
14. In these terms and conditions, unless the context is otherwise provided, the following words are defined as follows:
 - a. **Depreciation Schedule** means a depreciation schedule for depreciable items in the Property.
 - b. **Rental Guarantee Promotion** means the following items which are subject to amendment by Mirvac subject to the terms of the Eligible Contract;
 - i. Rental Guarantee
 - c. **Lending Institution** means any lending institution providing finance to the Eligible Buyer to assist with the purchase of the Property.
 - d. **Mirvac Sales Consultant** means a Mirvac in-house real estate sales agent and excludes any external or conjunction real estate sales agents.
 - e. **Rental Guarantee** means a rental guarantee in the form of and on the terms set out in the Rental Guarantee Special Condition.
 - f. **Rental Guarantee Special Condition** means a special condition in substantially the same form as Annexure A or on such other terms as Mirvac and the Eligible Buyer may agree.

Further Terms and Conditions of Promotion

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

15. 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.
16. 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.
17. 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.
18. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
19. 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.
20. 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.
21. 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.
22. These terms and conditions are governed by the laws of Victoria.

Privacy Collection Statement

1. 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 including Mirvac Sales Consultants and the Approved Leasing Agent (as defined in the special condition attached as Annexure A). 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.
2. 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.
3. 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.

4. 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.

Annexure A

37 Rental Guarantee

37.1 Rental Guarantee

- (a) As an incentive to the Purchaser agreeing to enter into this contract, the Vendor agrees to provide the Purchaser a rental guarantee in accordance with the terms of this special condition and Schedule 4.
- (b) The terms and conditions set out Schedule 4 are incorporated into this special condition as if set out in full in this special condition.
- (c) Despite anything else in this contract and without limiting the Vendor's other rights and remedies, the Purchaser has no right to, and cannot compel the Vendor nor any other party to provide the rental guarantee if:
 - (i) this contract is terminated;
 - (ii) the Purchaser is in default under this contract or has failed to comply with all the terms and conditions of this contract; or
 - (iii) settlement of this contract occurs after the date specified in the "Payment of Balance" section of the Particulars of Sale.

37.2 Confidentiality

The Purchaser:

- (a) agrees that the negotiations of the parties relating to the transaction contemplated by this contract and the subject matter and terms and existence of this contract must be kept confidential and may only be disclosed by the Purchaser as required by law or to its professional advisers on the condition that they agree to be bound by the terms of this clause;
- (b) acknowledges that damages will not be a sufficient remedy for any breach by the Purchaser of this special condition 37.2 and that the Vendor will be entitled to injunctive relief in respect of any actual or threatened breach of this special condition 37.2 by the Purchaser; and
- (c) indemnifies the Vendor against all claims, damages, losses or expenses incurred directly or indirectly as a consequence of any breach of this clause by the Purchaser.

37.3 No merger

This **special condition 37** does not merge at settlement or on the transfer of the real property supplied.

Schedule 4

Rental Guarantee

MIRVAC

Voyager Special Conditions Rental Guarantee - 12 Months

Rental Guarantee

- 1 Subject to the Purchaser complying with the special conditions contained within this Schedule 4 (**Special Conditions**), if the Purchaser settles this contract by the Settlement Date, the Vendor will pay to the Purchaser, the Guaranteed Return during the Guarantee Period.
- 2 If settlement is extended beyond the Settlement Date, whether at the request of or due to the default of the Purchaser, the Vendor is not obliged to provide the Guaranteed Return to the Purchaser, but the Vendor may do so in the Vendor's absolute discretion.

Appointment of Leasing Agent and Tenancy Agreement

- 3 The Purchaser:
 - (a) agrees to the appointment of Res by Mirvac as the Property's leasing agent; and
 - (b) authorises the Vendor to obtain any information from the Approved Leasing Agent in relation to the leasing of the Property.
- 4 The Vendor agrees that the Approved Leasing Agent may advertise the Property for lease prior to settlement.
- 5 The Purchaser must:
 - (a) promptly after the Day of Sale and prior to the Settlement Date, sign the Managing Agency Agreement;
 - (b) not revoke the appointment of the Approved Leasing Agent during the Guarantee Period;
 - (c) do all things reasonably required to enter into a Tenancy Agreement with effect from the Settlement Date, or as soon as possible after the Settlement Date;
 - (d) enter into a Tenancy Agreement with a tenant proposed by the Approved Leasing Agent at a reasonable rent, which rent may be less than or greater than the Guarantee Amount, unless there are compelling reasons not to accept the proposed tenant; and
 - (e) provide the Vendor with any information reasonably requested by the Vendor in relation to the leasing of the Property and authorises the Vendor to obtain any information from the Approved Leasing Agent.
- 6 The Vendor is not required to pay the Guaranteed Return to the Purchaser and all of the Vendor's obligations under these Special Conditions in relation to the Guaranteed Return will cease if:

- (a) the Tenancy Agreement terminates, due to a breach or default of the Purchaser under the Tenancy Agreement, prior to the expiry date of the Tenancy Agreement; or
- (b) in the Vendor's reasonable opinion, the Purchaser:
 - (i) is acting unreasonably in accepting a tenant or is unreasonable in its requirements in selecting a tenant, including without limitation the rent requested for the Property having regard to the market rent for the Property; or
 - (ii) delays in appointing the Approved Leasing Agent or causes or contributes to a delay in securing a tenant.

7 The Vendor may enter into a Tenancy Agreement prior to the Settlement Date in which case the Purchaser will accept the Property subject to that Tenancy Agreement and all rent received prior to the settlement will belong to the Vendor. If the Vendor does enter into a Tenancy Agreement as contemplated by this clause, the Contract will be amended as necessary to give effect to the grant and the obligations in clause 12 of these Special Conditions will commence from the Settlement Date.

8 For the avoidance of doubt, in no circumstances will the Vendor be required to pay the Guarantee Amount to the Purchaser prior to the Settlement Date.

9 If a tenant under a Tenancy Agreement refuses to pay any rent or claims a set-off for any liability of the Purchaser to the tenant because of breach by the Purchaser of the terms of the Tenancy Agreement, the Guarantee Amount is reduced by the amount the tenant is entitled to refuse to pay or claim as a set-off.

Payments

10 All payments of the Guaranteed Return to be made by the Vendor to the Purchaser under these Special Conditions must be paid by the Approved Leasing Agent who will transfer it into an account nominated by the Purchaser.

11 From the date 14 days after the Settlement Date to the commencement of the Tenancy Agreement, the Vendor must pay to the Purchaser (by way of payment to the Approved Leasing Agent who will transfer the Guaranteed Return to the Purchaser) the Guaranteed Return, monthly in arrears, within 10 Business Days after the end of each monthly period.

12 Upon a Tenancy Agreement being entered into with a tenant:

- (a) the Vendor, who may be assisted by the Approved Leasing Agent, will prepare a Payment Schedule and provide the Payment Schedule to the Purchaser; and
- (b) subject to clauses 7 and 8 of these Special Conditions, from the commencement of the Tenancy Agreement to the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, the Vendor must pay to the Purchaser the Guaranteed Return in the instalments and by each date set out in the Payment Schedule.

13 The Purchaser is responsible for payment of all costs, fees, charges, expenses and outgoings of any nature relating to the ownership or leasing of the Property.

Property unavailable for use

14 If at any time during the Guarantee Period for any reason it is not possible for the Property to be occupied or offered for lease under a Tenancy Agreement due to, including but not limited to, renovation works or destruction or damage to the Property,

or where the Property is occupied other than under a Tenancy Agreement, the Purchaser is not entitled to receive the Guaranteed Return until it becomes possible for the Property to be occupied or offered for lease.

Rights exclusive to Purchaser

- 15 The Purchaser's right to receive the Guaranteed Return under these Special Conditions cannot be transferred to any other party.
- 16 If the Purchaser sells the Property prior to the expiration of the Guarantee Period, the Purchaser's right to receive the Guaranteed Return will terminate on the date of settlement and may not be assigned or otherwise transferred to the incoming purchaser of the Property or any other party.

Disclosure of Rental Guarantee

- 17 The Purchaser represents and warrants to the Vendor that it will provide a copy of these Special Conditions to the Lending Institution as soon as practicable after being provided with these Special Conditions by the Vendor. The Purchaser indemnifies the Vendor and the Vendor's Related Bodies Corporate against all claims, damages, losses, liabilities or proceedings of any nature arising from any breach of the warranty in this Special Condition.
- 18 The Purchaser consents to the Vendor releasing information regarding these Special Conditions to the Lending Institution upon the Vendor receiving a request from the Lending Institution and without further reference to the Purchaser.

Definitions

- 19 In these Special Conditions:
- (a) **Approved Leasing Agent** means the leasing agent specified in Item 3 of the Schedule.
 - (b) **Guarantee Amount** means the guarantee amount specified in Item 1 of the Schedule.
 - (c) **Guarantee Period** means the guarantee period specified in Item 2 of the Schedule.
 - (d) **Guaranteed Return** means:
 - (i) from commencement of the Guarantee Period to the commencement of the Tenancy Agreement, the Guarantee Amount; and
 - (ii) from commencement of the Tenancy Agreement to the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, an amount equal to the Guarantee Amount less the Rental Return (so that if the Rental Return is equal to or exceeds the Guarantee Amount, the Guaranteed Return payable is nil).
 - (e) **Lending Institution** means any lending institution providing finance to the Purchaser to assist with the purchase of the Property.
 - (f) **Managing Agency Agreement** means an authority document that appoints the Approved Leasing Agent to lease and manage the Property, to be provided to the Purchaser by the Vendor on or around the Day of Sale.
 - (g) **Outgoings** means Council and water rates, land tax and owners corporation levies, the Approved Leasing Agent's leasing and property management fees (including those associated with re-letting the Property should a lease terminate

prior to the end of the Guarantee Period at no fault of the Purchaser), and all other levies and assessments made or assessed against or in respect of the Property.

- (h) **Payment Schedule** means a payment schedule setting out:
 - (i) all amounts paid by the Vendor to the Purchaser from settlement;
 - (ii) the Rental Return payable from the commencement of the Tenancy Agreement; and
 - (iii) each instalment of the Guaranteed Return (calculated on a daily basis from settlement) payable by the Vendor and the timing for those payments.
- (i) **Related Bodies Corporate** has the meaning given to that term in the *Corporations Act 2001* (Cth).
- (j) **Rental Return** the monthly rental amount payable by the tenant under the Tenancy Agreement (i.e. gross rent), without any deduction for fees, costs, charges, outgoings or any other expenses of any nature whatsoever).
- (k) **Tenancy Agreement** means a residential lease of the Property.

Schedule

1 Guarantee Amount	<p>The amount equal to 8% of the Price, which is calculated as follows:</p> $\frac{GA = (P \times 8\%)}{12}$ <p><u>GA = Guarantee Amount</u></p> <p><u>P = Price as specified in the Particulars of Sale</u></p>
2 Guarantee Period	<p>A period of 12 months commencing on the earlier of:</p> <p>(a) the date that is 14 days after the Settlement Date; and</p> <p>(b) where a Tenancy Agreement is entered into prior to the Settlement Date, then the Settlement Date.</p>
3 Approved Leasing Agent	<p>MLJV Pty Ltd ACN 616 029 595 trading as Res by Mirvac, as may be varied by the Vendor from time to time by notice to the Purchaser.</p>