

## CLAREMONT RENT TO BUY Terms and Conditions

The following terms and conditions apply to the Promotion. By participating in the Promotion, buyers agree to be bound by these terms and conditions.

### Specific Terms and Conditions of Promotion

1. **Mirvac WA Pty Ltd (Mirvac or the Promoter)** recently introduced the **Rent to Buy initiative (Promotion)**.
2. The Promotion will run for a limited time and is limited to 10 properties at Claremont on the Park selected by the Promoter (**Eligible Properties**). The Promotion commences at 9.00am on TBA **May 2019** and ends at **5.00pm on 28 June 2019** or an earlier time that all Eligible Properties are reserved (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will allow, during the Promotion Period, Eligible Buyers to enter into an Option to Buy Agreement and a Residential Tenancy Agreement for a period up to 2 years (**Option Period**) for an Eligible Property (together **Agreements**) whilst the Buyer saves for their deposit and stamp duty.
4. 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. go through a tenant screening process and a financial screening and obtain a pre-approval to procure a home loan in consultation with a Mirvac appointed broker; and
  - c. intend to personally reside in the Eligible Property during the Option Period,

### (Eligible Buyer).

5. If an Eligible Buyer elects to enter into the Agreements they will:
  - (a) pay an initial minimum 2.5% Option Fee on entry (the Option Fees for some Eligible Properties may be higher, you should refer to the Agreements for further details);
  - (b) agree to occupy the Eligible Property under a lease arrangement (which is unassignable) and make fortnightly rental payments over the Option Period; and
  - (c) agree to pay for utility consumption. Mirvac will fund the rates, strata levies and rental agency fees.
6. The Buyer may exercise the Option during the Option Period by providing notice to Mirvac in accordance with the terms of Agreements
7. If the Option is exercised, the parties will enter into a contract to buy the Eligible Property and Mirvac will convert the Option Fee and rental payments to a deposit under the contract for sale and stamp duty.

8. If the buyer does not exercise the Option during the Option Period, the Agreements will automatically terminate at the end of the Option Period, the Eligible Buyer will vacate the property and Mirvac will retain the Option Fee and all rent paid under the Tenancy Agreement.
9. All further details about the arrangement are set out in the Agreements which should be reviewed in full.

### **General Terms and Conditions of Promotion**

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

10. 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.
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.
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 Agreements.
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 Agreements, 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 Agreements entered into by a person participating in the Promotion, the Agreements prevail.
17. These terms and conditions are governed by the laws of Western Australia.

### **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 **The Loan Co and Beyond Bank**. 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](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.
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.