

NINE BY MIRVAC – RENTAL GUARANTEE PROMOTION Terms and Conditions

Background to Promotion

1. **Mirvac Residential (NSW) Developments Pty Ltd (Mirvac or the Promoter)** recently introduced the Rental Guarantee Promotion for **Nine by Mirvac (Promotion)**.
2. The Promotion will run for a limited time. The Promotion commences at **9am on 2 April 2024** and ends at **5pm on 17 May 2024 (Promotion Period)**.
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide a 6% rental guarantee for 12 months to Eligible Buyers who purchase a one, two and three-bedroom apartment at **Nine by Mirvac, Willoughby (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 exchanged within a 14-day Period;
 - c. is unconditional; and
 - d. includes the Rental Guarantee Special Condition.
 - e. date of completion is on or before **28 June 2024**.

(**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.

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 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.
11. 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.
12. 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.
13. In these terms and conditions, unless the context is otherwise provided, the following words are defined as follows:
 - a. **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
 - b. **Lending Institution** means any lending institution providing finance to the Eligible Buyer to assist with the purchase of the Property.
 - c. **Mirvac Sales Consultant** means a Mirvac in-house real estate sales agent and excludes any external or conjunction real estate sales agents.
 - d. **Rental Guarantee** means a rental guarantee in the form of and on the terms set out in the Rental Guarantee Special Condition.
 - e. **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:

14. 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.
15. 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.
16. 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.

17. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
18. 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.
19. 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.
20. 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.
21. These terms and conditions are governed by the laws of **New South Wales**.

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 **Lending Institution, 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 – RENTAL GUARANTEE SPECIAL CONDITION