
COBBITTY BY MIRVAC & REFER A FRIEND PROGRAM
Terms and Conditions

Background to Promotion

1. Mirvac Homes NSW Pty Ltd (**Mirvac** or the **Promoter**) recently introduced the 'Refer a Friend' (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at **12:00am AEST** on **Saturday 1st July 2023** and ends at **12:00am AEST** on **Monday 30th June 2025** (**Promotion Period**).
3. Under the Promotion, subject to these terms and conditions, Mirvac will provide Pre-paid EFTPOS gift cards for the value of \$5,000, valid for 12 months from the date of issue (**Referral Sum**) to a Referring Party if an Eligible Purchaser purchases and settles on any available lot at Cobbitty by Mirvac (**Eligible Property**) during the Promotion Period.
4. The following terms and conditions apply to the Promotion. By participating in the Promotion, Eligible Buyers and Referring Parties agree to be bound by these terms and conditions.

Promotion Terms and Conditions

The Referring Party and Eligible Buyer will be eligible for the Promotion if the following terms and conditions are satisfied:

5. A **Referring Party** is a person who:
 - a. is a natural person over the age of 18 years and are not a company, registered builder, superannuation fund or persons acting as agent on behalf of other persons;
 - b. has entered into an unconditional contract with Mirvac to purchase a lot at Cobbitty by Mirvac; and
 - c. introduces an Eligible Buyer by completing in full and signing a "Refer a Friend' Introduction Form" (**Introduction Form**) and providing it to one of Mirvac's sales consultants.
6. An **Eligible Buyer** is:
 - a. a natural person over the age of 18 years and are not a company, registered builder, superannuation fund or persons acting as agent on behalf of other persons
 - b. not an employee, agent, consultant or related entity of Mirvac;
 - c. a person who has been referred to Mirvac or Cobbitty by Mirvac by an eligible Referring Party and must not have been referred to Mirvac or Cobbitty by Mirvac by a referring-channel agent;
 - d. a person who, at the time of the referral for the Promotion, must not be entered on the Cobbitty by Mirvac Database and;

- e. a new introduction to Mirvac and Cobbitty by Mirvac and must not, in the reasonable opinion of Mirvac, exist in any current/present negotiations for the purchase of a property at Cobbitty by Mirvac.
7. The Promotion is only available where a Referring Party introduces an Eligible Buyer who:
 - a. exchanges an unconditional contract of sale with Mirvac for the acquisition of an Eligible Property (**Contract**) during the Promotion Period; and
 - b. pays the full 5% deposit required under the Contract on or before the due date under the Contract.
8. The Introduction Form must be received and acknowledged by Mirvac prior to the Eligible Buyer entering into the Contract, the form of acknowledgement being the provision by Mirvac to the Referring Party by hand, post, or email of a copy of the Introduction Form signed, dated, and time-stamped or time-endorsed by an authorised officer or agent of Mirvac.
9. The Referring Party must either:
 - a. provide their Australian Business Number (**ABN**) where indicated on the Introduction Form, if they have one; or
 - b. complete a Statement by Supplier form (**Attachment A**) and return it to Mirvac.
10. If these terms and conditions are satisfied, Mirvac will provide the Referral Sum to the Referring Party within 14 days after settlement of both the Contracts between Mirvac and the Eligible Buyer and Mirvac and the Referring Party. The Referring Party will forfeit the right to receive the Referral Sum if either the Eligible Buyer or Referring Party do not proceed with settlement.
11. The Referral Sum payable under this Promotion will not be deducted from the purchase price under the Referring Party Contract and is non-transferrable, non-refundable and cannot be exchanged for cash.
12. Mirvac reserves the right, at its absolute discretion, not to accept a referral.
13. If a referral is not accepted, Mirvac is not under any obligation to enter into any discussion with a Referring Party or to provide any details as to the reasons why a referral has been declined.
14. There is no limit to the number of Eligible Buyers that the Referring Party may refer under this Promotion.
15. Where an Eligible Buyer is referred by more than one Referring Party, only the first referral received and acknowledged by Mirvac, (as determined by Mirvac in its absolute discretion) will be entitled to qualify for the Promotion.
16. Mirvac shall notify the Referring Party in writing by email if they qualify for the Promotion within 14 days after the Eligible Buyer satisfies the requirements set out in these terms and conditions. A Referring Party who is not eligible or not entitled to qualify for the Promotion under these terms and conditions will not be notified.

17. The Referral Sum may be subject to terms and conditions of the gift card issuer. Any dispute pertaining the gift card is strictly between the Referring Party and the provider
18. Any queries regarding the activation, use, operation or any other query in relation to the gift card must be referred to the card issuer, visit activatethecard.com.au. These cards must be activated within 3 months of issue and must be redeemed within 12 months from date of issue or as otherwise provided by the terms and conditions of the card issuer.

Further Terms and Conditions of Promotion

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

19. The Eligible Buyer and Referring Party acknowledge and agree 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 the Referral Sum or participating in the Promotion are the sole responsibility of the Eligible Buyer and Referring Party.
20. The Eligible Buyer and Referring Party must disclose the contents of this Promotion to any lending institution providing finance to the Buyer and Referring Party to assist with the purchase of the Property.
21. The Eligible Buyer and Referring Party forfeit all rights to receiving or participating in the Promotion if the Eligible Buyer and Referring Party do not comply with any of these terms and conditions or any term or condition under the Contract.
22. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
23. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer and Referring Party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's or and Referring Party's participation in this Promotion even if Mirvac has been advised of the possibility of such damages.
24. Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
25. 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.
26. These terms and conditions are governed by the laws of New South Wales.

Privacy Collection Statement

27. 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.

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28. 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.
 29. 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.
 30. 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.