ONE71 BALDIVIS

HOME UPGRADE CONTRIBUTION PROMOTION - GENERAL INFORMATION

Background to the Promotion

1. Mirvac (WA) Pty Ltd (**Mirvac**) recently introduced a promotion for buyers who are looking to purchase a property at One71 Baldivis, Baldivis (**Promotion**).

2. The Promotion is being run for a limited time.

3. Subject to the terms and conditions of the Promotion, which are set out in summary form below, Mirvac has agreed to contribute towards the payment of costs incurred by each eligible buyer at One71 Baldivis in securing the addition of certain improvements to the buyer's One71 Baldivis property, up to a maximum amount of $20,000.00 (**Sum**) on selected homesites.

4. The improvements to the Property are to be in the nature of an upgrade to *fittings or fixtures* to the dwelling, or such other improvements as may be first agreed between the Buyer and Mirvac (**Upgrades**).

5. Payment of the Sum will only be made directly to the builder of the dwelling on the Property (**Buyer's Builder**).

SUMMARY OF TERMS AND CONDITIONS

The following paragraphs, which are supplied for general information purposes only, comprise a summary of the terms and conditions of the Promotion.

Payment Preconditions

Before a buyer can request payment of the Sum, the following requirements must apply or have been satisfied (as the case may be):

1. The Promotion only applies to eligible* lots at One71 Baldivis, Baldivis, Western Australia.

2. The Promotion is only open to natural persons over the age of 18 and who are acting personally (**Eligible Buyers**). The Promotion is not open to companies or registered builders or persons acting as an agent on behalf of others.

3. The Promotion is only open to Eligible Buyers who enter a contract (**Contract**) with Mirvac to purchase a lot at One71 Baldivis (**Property**).

4. The Contract must:

a. be entered into after 9:00am on 22 January 2018 and before 5:00pm (Perth time) on 31 July 2018.

b. be unconditional (except that it may be subject to finance); and

c. contain a 'Home Upgrade Contribution Annexure' which sets out the terms and conditions for the Promotion (**Promotion Annexure**). **

d. Settlement of the contract for sale occurs on or before 31 December 2018

5. The buyer must have paid the Deposit by the time specified in the Contract.

6. The dwelling's concrete slab must be laid on the Property not later than 12 months after Settlement.

7. The Buyer must not be in breach of these terms and conditions or the Contract.

Payment of the Sum

8. Subject to paragraphs 9 to 12 (inclusive), *below*, when all of the above conditions have been met to Mirvac's reasonable satisfaction, the Buyer's Builder will be able to forward to Mirvac a signed tax invoice (with ABN stated) for the Upgrades, and then, within 28 days of receiving the same, Mirvac will pay to the Buyer's Builder the amount or amounts invoiced in total up to the Sum.

9. The Buyer agrees that if Mirvac requires proof that the invoiced work has been completed, then the Buyer will allow a representative of Mirvac to attend the Property to confirm the same before Mirvac will be required to pay the Sum to the Buyer's Builder.

10. Prior to Settlement, the Buyer is required to disclose the contents of the Promotion Annexure to any lending institution from which the Buyer intends to obtain finance in order to assist with the purchase of the Property (**Disclosure**). Mirvac may insist on receiving proof of the Disclosure that is satisfactory to it (acting reasonably) before it pays the Sum.

11. The Sum is not payable if the Buyer has ceased to be the registered proprietor of the Property.

12. The Buyer must ensure that the Buyer's Builder is aware of the contents of the Promotion Annexure and that the Buyer's Builder agrees to the payment terms as between the Buyer and the Buyer's Builder that are set out in it.

Other terms and conditions

13. Nothing in the Promotion Annexure will create a contractual relationship between Mirvac and the Buyer's Builder.

14. The rights conferred on the Buyer under the Promotion Annexure in respect of the Sum will not be transferable to another person.

15. The Promotion cannot be used in conjunction with any other campaign promoted by Mirvac.

16. To the extent permitted by law, under no circumstances will Mirvac be liable to the Buyer for any indirect or consequential loss arising out of or in connection with the Buyer's participation in the Promotion or any breach of the Promotion Annexure by Mirvac. Mirvac's liability under the Promotion Annexure will be limited to that amount of the Sum (if any) that Mirvac is contractually required to pay under it.

17. No third party will be able to acquire any rights under the Promotion Annexure.

18. Under the Promotion Annexure, Mirvac will reserve the right to take appropriate legal action against the Buyer if the Buyer breaches any terms or conditions set out in the Promotion Annexure.

19. Mirvac may, in its unfettered discretion, cancel the Promotion before the end of the Promotion Period, or may use terms and conditions upon which the Promotion is offered (including as to the amount of the Sum) that are different from the terms and conditions that are outlined in this document. However, Mirvac will not be able to change the terms and conditions that are contained in a Promotion Annexure that forms part of a binding contract of sale unless the buyer agrees to that change in writing.

*Speak to a One71 Baldivis Sales Consultant to confirm Promotion details and eligible lots.

** Speak to a One71 Baldivis Sales Consultant regarding the Home Upgrade Contribution Annexure.