

## 'REFER A FRIEND' CAMPAIGN at Olivine by Mirvac - TERMS AND CONDITIONS

The following terms and conditions apply to the "Refer-A-Friend" Campaign at Olivine by Mirvac (**Promotion**) which will take place from 1pm on Wednesday 7<sup>th</sup> November 2018 until 11:59pm on Monday 31 December 2018 (**Promotion Period**).

### Definitions

1. In this Promotion, unless the context is otherwise provided, the following words are defined as follows:
  - a. **Contract** means a contract of sale validly entered into by a Customer or the Referrer (as the context requires) for the purchase of one or more lots at Olivine by Mirvac from the Promoter.
  - b. **Customer** means a natural person over the age of 18 years who:
    - a. is referred by a **Referrer** to Olivine by Mirvac during the Promotion Period;
    - b. has not entered into a Contract prior to the Promotion Period;
    - c. does not, in the reasonable opinion of the Promoter, exist in the current Olivine by Mirvac database as at the commencement of the Promotion Period or has otherwise be involved in any negotiations for the purchase of any property at Olivine by Mirvac prior to commencement of the Promotion Period;
    - d. enters into a Contract during the Promotion Period; and
    - e. settles under the Contract in the time required by the Contract;
  - c. **Olivine by Mirvac** means the project known as 'Olivine by Mirvac' located at Donnybrook Road, Donnybrook, VIC;
  - d. **Promoter** means Mirvac Victoria Pty Ltd ACN 006 708 363 of Level 5, Q#, 6 Riverside Quay, Southbank Victoria 3006; and
  - e. **Referrer** means a natural person over the age of 18 years who has entered into a Contract and who is not a sales agent, home builder (or an employee or sales representative of a home builder), or a financial planner.
  - f. **Pre-Paid Gift Card** means a pre-paid gift card to the value of \$1,000, valid for 12 months after activation.

By completing the Referral Form and participating in the Promotion, the Referrer and the Customer acknowledge with consent to providing their personal information to the Promoter and both the Referrer and the Customer agree to and accept the Promotion terms and conditions set out below:

### Promotion

2. Subject to these terms and conditions, the Promotion is offered to each Referrer who refers a Customer to Olivine by Mirvac during the Promotion Period.

### Eligible Referrals

3. The Referrer and the Customer will receive the Pre-Paid Gift Card if the following criteria is met (**Criteria**):
  - a. the Referrer must submit a valid "Refer a Friend" at Olivine by Mirvac Introduction Form (**Referral Form**) within the Promotion Period and before the Customer enters into a Contract. The Referral Form can be obtained by contacting a Mirvac sales representative for Olivine by Mirvac;
  - b. the completed Referral Form is submitted to Mirvac by person at the sales office at 1025 Donnybrook Rd, Donnybrook, Victoria.
  - c. the Referral Form must be received and acknowledged by the Promoter prior to the Customer entering into a Contract, the form of acknowledgement being the provision by the Promoter to the Referrer Party by hand, post, or email of a copy of the Referral Form signed, dated, and timestamped or time-endorsed by an authorised officer of the Promoter;
  - d. the Referrer and the Customer are eligible to apply;
  - e. the Customer executes a Contract during the Promotion Period;
  - f. the Customer settles on the settlement date specified in the Contract; and
  - g. the Referrer settles on the settlement date specified in the Contract.
4. The Referrer and the Customer will be entitled to receive the Promotion upon fulfilment of the Criteria set out in clause 3 above notwithstanding that the settlement dates may occur after the expiry of the Promotion Period.
5. The Pre-Paid Gift Card will be sent directly to each of the Referrer and the Customer at the address nominated on the Referral Form 14 days from settlement of the Customers Contract. The Promotion is not transferable or exchangeable and cannot be taken as cash.
6. Both the Referrer and the Customer forfeit all their rights to receive a Pre-Paid Gift Card if:
  - a. either the Customer or the Referrer (or both) fail to settle on the settlement date specified in their respective Contracts;
  - b. the conditions in clause 3 above are not satisfied for any reason whatsoever; or
  - c. either the Customer or the Referrer breach any term of their respective Contracts.
7. The Referrer must either:
  - a. Provide their Australian Business Number (ABN) on the Referral Form, if they have one; or
  - b. Complete a Statement by Supplier form (see attachment A) and submit it with the Referral Form.

### Promotion

8. This Promotion cannot be used in conjunction with any other campaign, offer or promotion promoted by the Promoter.
9. The Referrer acknowledges and agrees that the Promoter shall not be liable to the Referrer for:
  - a. late, lost, misdirected, incomplete or incorrect Referral Forms;
  - b. any financial or legal implications (or otherwise) that may arise from the Promotion; or
  - c. replacing any lost, stolen or damaged Pre-Paid Gift Card.
10. Independent financial, legal or other professional advice should be sought by each Referrer.
11. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion if:
  - a. for any reason the Promoter's circumstances change; or
  - b. the Promotion is not available, the Promoter reserves the right but not the obligation to substitute the Promotion for another similar item, of equal value.
12. The Promoter reserves the right to take appropriate legal action against the Referrer if the Referrer breaches the terms and conditions of this Promotion.
13. To the extent permitted by law, under no circumstances will the Promoter be liable to the Referrer for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Referrer's participation in this Promotion, even if the Promoter has been advised of the possibility of such damages.

**Other Terms and Conditions**

14. The Promoter reserves the right, at its absolute discretion, not to accept a referral.
15. There is no limit to the number of customers that the Referrer may refer under this Promotion.
16. Where a Customer is referred by more than one Referrer, only the first Referrer making the referral (based on the time and date that the Promoter's sales staff receive a completed Referral Form, determined by the Promoter in its absolute discretion) will be entitled to the Pre-Paid Gift Card.
17. These terms and conditions are governed by the laws of the state of Victoria.
18. Any queries regarding the activation, use, operation or any other query in relation to the Pre-Paid Gift Card must be referred to the card issuer. These cards must be activated by the Referrer within 3 months of the date of payment and must be redeemed within 12 months of activation.

**If you have any queries in relation to any of the above terms and conditions, please contact Daniel Lock by [Daniel.lock@mirvac.com](mailto:Daniel.lock@mirvac.com) or on 0499 199 756**

**Attachment A – Statement by Supplier Form**