



## OLIVINE PROMOTION I \$10,000 EDUCATION 'BONUS'

### TERMS AND CONDITIONS

1. These terms and conditions are for the '\$10,000 Education Bonus' promotion for purchasers of land lots available for sale at Olivine by Mirvac, Donnybrook, Victoria during the Promotion Period described at paragraph 3 (**Promotion**). By participating in the Promotion, purchasers agree to be bound by these terms and conditions.
2. This Promotion is run by Mirvac (Victoria) Pty Ltd of Level 5, Building Q3, 6 Riverside Quay, Southbank Victoria 3002 (**Promoter**) to celebrate the the opening of Hume Anglican Grammar at Olivine.
3. The Promotion commences at 9am on Friday, 15<sup>th</sup> February 2019 and ends at 5pm on Sunday, 31<sup>st</sup> March 2019 (**Promotion Period**).
4. To participate in the Promotion:
  - a. the purchaser:
    - i. must be a natural person over the age of 18 years (i.e. not a company, trust or superfund);
    - ii. must not have been referred to the Mirvac Group by a referring channel agent;
    - iii. cannot be an employee, agent, consultant or related entity of the Promoter, (**Eligible Purchaser**);
  - b. the Eligible Purchaser must enter into an unconditional contract of sale for the purchase of a lot which is available for sale at Olivine by Mirvac during the Promotion Period (**Eligible Property**) with the Promoter (**Sales Contract**);
  - c. the Eligible Purchaser must pay the full 10% deposit in a manner and form required by the Sales Contract on or before the date required under the Sales Contract; and
  - d. the Eligible Purchaser must comply with all of the Eligible Purchaser's obligations under the Sales Contract including settling the Sales Contract on the due date for settlement as required by the Sales Contract.
5. Subject to the terms and conditions of this Promotion and the provisions set out in the Sales Contract, the Promoter will offer the Eligible Purchaser a \$10,000 pre-paid EFTPOS card (**Gift Card**) within 30 days after settlement.
6. Unless and until the Eligible Purchaser has entered into the Sales Contract, the Promoter can at any time withdraw the Promotion.



7. The Gift Card available under this Promotion is non-transferrable, non-refundable and is subject to the terms and conditions of the Gift Card issuer. All taxes which may be payable as a consequence of receiving the Gift Card are the sole responsibility of the Eligible Purchaser.
8. 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 [www.edgepri.com](http://www.edgepri.com) or call the Help Desk on 1330 079 267. These cards must be activated by the within 3 months of issue and must be redeemed within 12 months of activation or as otherwise provided by the terms and conditions of the card issuer.
9. The Promotion cannot be used in conjunction with any other campaign promoted by the Promoter.
10. If there is any inconsistency between these terms and conditions and the provisions of the Sales Contract, the Sales Contract prevails.
11. The Promoter reserves the right to take appropriate legal action against the Eligible Purchaser participating in the Promotion if the Eligible Purchaser breaches the terms and conditions of this Promotion or the Sales Contract.
12. To the extent permitted by law, under no circumstances will the Promoter be liable to the Eligible Purchaser for any direct, indirect, consequential, exemplary or incidental loss or special or punitive damages arising out of or in connection with the Eligible Purchaser's participation in this Promotion, even if the Promoter has been advised of the possibility of such loss or damages.
13. These terms and conditions are governed by the laws of the state of Victoria.



## GIFT CARD SPECIAL CONDITION

1. **GIFT CARD**
- 1.1 The parties acknowledge and agree that if the Purchaser effects settlement on the due date for settlement of this Contract, as set out in the Particulars of Sale (**Due Date**) and has otherwise complied with its obligations under this Contract, the Purchaser will be entitled to a \$10,000 pre-paid EFTPOS card (**Gift Card**) from the Vendor to be provided within 30 days after settlement.
- 1.2 The Purchaser acknowledges and agrees that:
  - 1.2.1 it is not entitled to the Gift Card if:
    - (a) this Contract does not settle for any reason (including as a result of termination or rescission by any of the parties);
    - (b) the Purchaser does not effect settlement on or before the Due Date;
    - (c) the Purchaser is in default under this Contract or has failed to comply with all the terms and conditions of this Contract;
    - (d) settlement of this Contract is subject to any condition for the benefit of either the Vendor or the Purchaser which has not been satisfied or waived;
    - (e) settlement of this Contract occurs or is likely to occur after the Due Date other than due to the Vendor's delay;
  - 1.2.2 nothing in this Additional Special Condition detracts from the Vendor's rights against the Purchaser in the event that the Purchaser fails to effect settlement of this Contract on the Due Date, including the Vendor's right to claim penalty interest from the Purchaser in accordance with General Condition 26 of this Contract (as amended by Special Condition 2.3.21);
  - 1.2.3 the activation, use and operation of the Gift Card may be subject to terms and conditions of the issuer of the Gift Card including time limits for activation and redemption; and
  - 1.2.4 the Vendor's liability to provide, and the Purchaser's right to receive the Gift Card is personal to the Purchaser named in the Particulars of Sale and the benefit of this Additional Special Condition may not be assigned (to a nominee under the Contract or otherwise) unless with the Vendor's prior written consent (such consent not to be unreasonably withheld or delayed).
- 1.3 The Purchaser represents and warrants to the Vendor that it will provide a copy of this Contract and this additional special condition 1.1 to any proposed financier or mortgagee of the Property prior to the Purchaser entering into any agreement with the financier or mortgagee.



- 1.4 The Purchaser indemnifies the Vendor and the Vendor's Related Bodies Corporate against all claims, damages, losses, liabilities or proceedings of any nature arising from any breach of the warranty in additional special condition 1.3.
- 1.5 This additional special condition 1 does not merge at settlement or on the transfer of the property.