

## The Finery, Waterloo Vespa Offer Terms & Conditions

Eligibility to receive a Vespa Scooter and Motorcycle Space (**Vespa Package**) in the basement at settlement, is subject to the following terms and conditions:

- a) The Promoter is Mirvac Ping An Residential Developments Pty Limited.
- b) This campaign is valid from 11 November 2017 through to 5 pm on 24 January 2018 or amended at The Promoter's absolute discretion.
- c) The purchaser will only be eligible to receive the Vespa Package if:
  - (i) the purchaser is a natural person over the age of 18 years;
  - (ii) the purchaser has not been referred to the Mirvac Group by a referring channel agent;
  - (iii) the purchaser and seller execute a contract for sale at anytime between 9am on 11 November 2017 and 5.00pm on 31 January 2018;
  - (iv) settlement of the contract for sale occurs in accordance with the Contract of Sale on the completion date;
  - (v) the purchaser at settlement holds a valid Rider Licence issued by the Roads and Maritime Service NSW (or equivalent body in other Australian States or Territories); and
  - (vi) the purchaser is capable of having the Vespa registered in their name at the time of settlement, including the purchaser being available to complete all necessary documentation required to enact registration prior to settlement occurring.
  - (vii) the purchaser is not be an employee, agent, consultant or related entity of the Promoter or any member of the Mirvac Group of companies
- d) The purchaser cannot transfer, assign or otherwise dispose of his or her right to receive the Vespa Package.
- e) The purchaser acknowledges that the Vespa Scooter nominated is the Primavera 150-i-get. Should the nominated model and colour not be available at the time of settlement an equivalent model will be selected at The Promoter's absolute discretion.
- f) The purchaser acknowledges that they will receive one Motorcycle Space on title, located in the basement carpark, at the time of settlement. The location of the Motorcycle Space is at The Promoter's absolute discretion.
- g) The purchaser acknowledges that the motorcycle space provided is for the use of parking motorcycles and/or scooters only. No other use for the space is permitted.

- h) The purchaser will forfeit all rights to receive the Vespa Package if the purchaser fails to comply with these terms and conditions or any term of the contract for sale (including any special conditions).
- i) “Vespa Package Annexure” must be included in the contract for sale for the Vespa Package to apply to the contract. The Promoter will not be required to provide the Vespa Package if the “Vespa Package Annexure” does not form part of the executed contract for sale. These Terms and Conditions are to be read in conjunction with the “Vespa Package Annexure”.
- j) To the extent permitted by law, under no circumstances will the Promoter or The Promoter Group be liable to the Eligible Buyer for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Promotion or receipt of the Vespa Package.
- k) These terms and conditions are governed by the laws of the State of New South Wales.