



**THE FINERY, WATERLOO
VELOCITY FREQUENT FLYER PROMOTION
TERMS AND CONDITIONS**

Background to Promotion

1. Mirvac Real Estate Pty Ltd (**Mirvac**) as promoter has introduced a promotion for buyers who are looking to purchase an apartment at The Finery, Waterloo, New South Wales (**Promotion**).
2. The Promotion is being run for a limited time commencing at 9am on Tuesday 30 October 2018 and will end at 5pm on Monday 31 December 2018 (AEDT). (**Promotion Period**).
3. Under the promotion, Mirvac will offer Velocity Frequent Flyer (**Velocity Frequent Flyer**) points to certain eligible buyers who enter into an unconditional Contract For Sale (**Contract**) on an **Eligible Apartment** at The Finery during the Promotion Period.
4. The following terms and conditions apply to the Promotion. Information on how to participate in the Promotion and the Velocity Points Reward as well as the Annexure to the Contract forms part of these Terms and Conditions. Any persons participating in the Promotion do so on complete acceptance of these Terms and Conditions.

Promotion Conditions

5. The Promotion is only open to natural persons over the age of 18 acting on their own behalf (**Eligible Purchaser**).
6. The Promotion is not open to businesses or corporations.
7. The Promotion is restricted to sales made directly through a Mirvac Sales Consultant and/or an approved external sales consultant.
8. The Promotion is only available to Eligible Purchasers who enter a Contract with Mirvac to purchase an Eligible Apartment at The Finery during the Promotion Period.
9. The Contract must:
 - a. Be entered into after 9am on Tuesday 30 October 2018 and before 5pm on Monday 31 December 2018 (AEDT);
 - b. Be unconditional;
 - c. Include the completed Annexure titled 'Velocity Frequent Flyer Rewards Program'
10. The Eligible Purchaser settles on the Eligible Apartment at The Finery (**Settlement**) which they purchased during the Promotion Period within the timeframe prescribed in the Contract.

Velocity Points Reward

11. Subject to these terms and conditions, Eligible Purchasers who purchase an Eligible Apartment at The Finery will earn the following Velocity Frequent Flyer points:
 - a. 800,000 Velocity Frequent Flyer points for purchasing a 1 bedroom apartment; or
 - b. 1,000,000 Velocity Frequent Flyer points for purchasing a 2 or 3 bedroom apartment
12. Multiple claims are permitted but each claim must be based on a separate purchase.

Eligible Apartment

13. Eligible Apartment means any apartment currently available at The Finery, excluding lots 14, 29, 114.

Further Terms and Conditions of the Promotion

14. The Eligible Purchaser must be a member of the Velocity Frequent Flyer program to be eligible for the promotion.
15. Membership and the earning and redemption of points are subject to the terms and conditions of the Velocity Frequent Flyer program available at <https://experience.velocityfrequentflyer.com/member-support/terms-conditions>
16. Velocity Frequent Flyer Points cannot be split between Eligible Purchasers. Where there is more than one Eligible Purchaser that is a signatory to the Contract, those Eligible Purchasers must nominate (prior to signing the Contract) which of the Eligible Purchasers will receive the Velocity Frequent Flyer Points.
17. Velocity Frequent Flyer Points will be credited to the nominated Velocity Frequent Flyer account within one (1) month of the date that the Eligible Purchaser completes on the Settlement of their Eligible Apartment purchased during the Promotion Period.
18. The Eligible Purchaser acknowledges and agrees that the Promotion including any reward is not transferable to another person and cannot be exchanged for cash.
19. The Eligible Purchaser is required to disclose that they have entered the Promotion and the contents of this Promotion to any lending institution providing finance to the Purchaser to assist with the purchase of the property (**Lending Institution**).
20. The Eligible Purchaser will forfeit all rights to participate in the Promotion if the Eligible Purchaser does not comply with any of these terms and conditions or any term or condition under the Contract or if the Eligible Purchaser does not settle on the property purchased during the Promotion Period.
21. This Promotion cannot be used in conjunction with any other campaign or offer promoted by Mirvac.
22. Each Eligible Purchaser is responsible for paying for the costs associated with participating in the Promotion.

23. To the extent permitted by law, under no circumstances will Mirvac be liable to the Eligible Purchaser for any loss (including, without limitation, direct, indirect, consequential, incidental or special loss or loss of profits), exemplary or punitive damages, expense, damage, personal injury or death (whether or not arising from any person's negligence) arising out of or in connection with the Eligible Purchaser's participation in this Promotion or accepting or using any reward, except for liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
25. Mirvac accepts no responsibility for any tax implications that may arise from receiving the reward and individuals should seek their own tax advice.
26. Mirvac accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
27. If a claim is deemed not to comply with these conditions of entry, the claim will be discarded and Mirvac will notify the claimant in this regard. No correspondence will be entered into.
28. Mirvac is collecting your personal information to enable you to enter the Promotion and in order to administer the Promotion and provide and manage any rewards. The personal information Mirvac is collecting includes your name, email address and Velocity Frequent Flyer Membership Number. If you do not provide us with the personal information we have requested, you will not be able to participate in the Promotion, including any reward. The Eligible Purchaser acknowledges that Mirvac or any of its related entities may use their personal information to promote its products and services and may also disclose personal information to third party agents and service providers including Velocity Frequent Flyer Pty Limited and the Eligible Purchaser's Lending Institution. 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 and Japan. We may also disclose your personal information where we are required or authorised by Australian law to do so.
29. The Mirvac Group Privacy Policy (available www.mirvac.com/privacy-policy) 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. 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. 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. These terms and conditions are governed by the laws of New South Wales.