

## Terms and Conditions

### Ador Development

### First Home Buyer – The Right Start by Mirvac

BL Developments Pty Ltd (**Mirvac**) is offering eligible first home buyers the opportunity to access a first home buyer's initiative (**The Right Start**) for Ador – The Peninsula Burswood (**Promotion**), subject to these terms and conditions.

The Promotion will run until 15 January 2023, unless sold out prior (**Promotion Period**).

#### Who is eligible for The Right Start?

- 1 To qualify for The Right Start at least one of the named buyers (**Eligible Buyer**) will need to:
  - a. be a natural persons at or over the age of 18 years and not a company, superannuation fund or persons acting as agent on behalf of other persons;
  - b. provide proof of residency at the time the Contract is exchanged. A Buyer must provide either a copy of a passport or a copy of a current drivers licence and Medicare card as evidence of eligibility;
  - c. complete and provide a statutory declaration form at the time the Contract is exchanged confirming that all Buyers on the Contract have not owned or had a relevant interest in a residential property in Australia before and have not previously received or retained a grant under the First Home Owner Grant Act 2000 in accordance with the Office of State Revenue's requirements.

#### What will an Eligible Buyer be offered under The Right Start?

- 2 An Eligible Buyer will be offered:
  - a. the opportunity to purchase one of a selection of 5 apartments at Ador – The Peninsula Burswood priced to qualify for the Western Australian Government's first home buyer grant (**Property**); and
  - b. the opportunity to pay the deposits in instalments - 5% 28 days after signing the contract, 2.5% after year one and 2.5% after year 2 or at Settlement (whichever is earlier).
- 3 The opportunity is limited to 5 apartments at Ador – The Peninsula Burswood and is only available for sales made directly through a Mirvac sales consultant.

#### What is The Right Start application process?

- 4 Buyer applies for The Right Start upon contacting Mirvac's sales consultant and placing the selected Property on hold.

- 5 Mirvac reviews the Buyer's circumstances and determines if they are an Eligible Buyer.
- 6 Mirvac arranges for the Eligible Buyer to sign the Contract, at which time they must provide:
  - a. a copy of their proof of residency; and
  - b. a completed and signed statutory declaration.

#### Further information

- 7 These terms and conditions are not an offer to contract and are to be used as a guide only. The Contract is the legal document that binds the Buyer to the terms of the Contract and Eligible Buyers should seek legal advice prior to signing the Contract.
- 8 Capitalised terms in this document have the same meaning as defined in the Contract.
- 9 The Buyer should be aware that making a false statement on a statutory declaration is an offence.
- 10 The Eligible Buyer acknowledges and agrees that the Promotion is non-transferrable, non-refundable and cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Promotion are the sole responsibility of the Eligible Buyer.
- 11 Bank Guarantees or Deposit Bonds cannot be provided as payment for the 1<sup>st</sup> instalment of the Deposit.
- 12 Eligible Buyers may elect to provide a Bank Guarantee or a Deposit Bond in lieu of paying the 2<sup>nd</sup> instalment of the Deposit.
- 13 Provision of a Bank Guarantee or Deposit Bond must be supplied to the Deposit Holder within 45 business days of the Contract Date and must be for the balance 5% of the Deposit and must otherwise be in accordance with the requirements for Bank Guarantees or Deposit Bonds as set out in the Contract.
- 14 The Eligible Buyer must disclose the contents of this Promotion to any lending institution providing finance to the Buyer to assist with the purchase of the Property.
- 15 The Eligible Buyer forfeits all rights to receiving or participating in the Promotion if the Eligible Buyer does not comply with any of these terms and conditions or any term or condition under the Contract.
- 16 This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac.
- 17 To the extent permitted by law, Mirvac is not liable to the Eligible Buyer for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's participation in

this Promotion even if Mirvac has been advised of the possibility of such damages.

- 18 Prior to an Eligible Buyer's entry into the Contract, Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
- 19 These terms and conditions are governed by the laws of Western Australia.

#### Privacy

- 20 The Mirvac Group (Mircvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third parties agents and services providers. Mirvac also uses your personal information for related purposes including to request feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests, Mirvac may be unable to provide these products or services to the Buyer.
- 21 Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services. Personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business.
- 22 The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://www.mirvac.com)) contains information about how you may request access to and correction of personal information Mirvac holds about the you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02) 9080 8000; Email: [privacy@mirvac.com](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
- 23 By participating in the Promotion, you agree to Mirvac using your personal information to promote its products and services. 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.