

**OVO AND OVO AT PORTMAN PLACE, ZETLAND
RENTAL GUARANTEE AND FURNITURE PACK
TERMS AND CONDITIONS**

Background to Promotion

1. Mirvac Green Square Pty Ltd (**Promoter**) offers to Eligible Buyers who complete a Contract on an Eligible Apartment at the Project, the Guaranteed Return and Furniture Pack (**Promotion**) in accordance with these Terms and Conditions and the special conditions set out in the Contract.
2. The Promotion commences at 9am on [Thursday 18 April 2019] and will end at 5pm on [Tuesday 31 December 2019] (AEDT) or as extended at the Promoter's absolute discretion (**Promotion Period**).
3. These Terms and Conditions and the special conditions set out in the Contract apply to this Promotion and the Eligible Buyers enters into the Promotion on complete acceptance of these Terms and Conditions and the Contract.

Definitions

4. In this Promotion, unless the context is otherwise provided, the following words are defined as follows:
 - a. **Approved Leasing Agent** means HPRE Pty Ltd ABN 58 167 258 184 trading as Real Estate Services by Mirvac or another leasing agent approved by the vendor in the vendor's absolute discretion.
 - b. **Completion Date** means the date the Contract completes;
 - c. **Contract** means a contract for sale of the Eligible Apartment by Landcom and the Promoter to the Eligible Buyer entered into during the Promotion Period and which contains special conditions relating to the Guarantee Amount and the Guaranteed Return.
 - d. **Date for Completion** means the date for completion specified in the Contract.
 - e. **Eligible Apartment** means any apartment currently available at Ovo or Ovo at Portman Place.
 - f. **Eligible Buyer** means the purchaser of the Eligible Apartment who satisfies the requirements as set out in these Terms and Conditions and the special conditions in the Contract for the Eligible Apartment. An Eligible Buyer is a natural person over the age of 18 who enters into the Contract with Landcom and the Promoter for the sale of the Eligible Apartment.
 - g. **Furniture Pack** means the additional inclusions described in Annexure A as may be amendment or updated by the Promoter from time to time.
 - h. **Guarantee Amount** means the guarantee amount specified in Item 1 of the Schedule.
 - i. **Guarantee Period** means the guarantee period specified in Item 2 of the Schedule.
 - j. **Guaranteed Return** means:

- i. from the commencement of the Guarantee Period to the commencement of the Tenancy Agreement, the Guarantee Amount; and
 - ii. from commencement of a Tenancy Agreement until the expiry of the Guarantee Period or the earlier termination of the Tenancy Agreement, an amount equal to the Guarantee Amount less the Rental Return (so that if the Rental Return is equal to or exceeds the Guarantee Amount, the Guaranteed Return payable is nil).
- k. **Mirvac Sales Consultant** means the Promoter's in-house real estate sales agent and/or an approved external agent.
 - l. **Project** means the project known as Ovo located at 6 Ebsworth Street, Zetland NSW 2017 and Ovo at Portman Place located at 960 Bourke Street, Zetland NSW 2017.
 - m. **Rental Return** means the monthly amount to be paid by the tenant under the Tenancy Agreement, being limited to the gross rent only, without any deduction for fees or any other expenses whatsoever.
 - n. **Tenancy Agreement** means a residential lease of the Eligible Apartment between the Eligible Buyer and a lessee.

Promotion subject to Contract

- 5. To be eligible for the Promotion, the Eligible Buyer must comply with these Terms and Conditions and the special conditions in the Contract. Each Eligible Buyer must read these Terms and Conditions together with the special conditions in the Contract.
- 6. The Contract prevails to the extent of any inconsistency between these Terms and Conditions and the Contract.

Guaranteed Return

- 7. If the Eligible Buyer enters into the Contract during the Promotion Period and settles the Contract by the Completion Date, the Promoter will pay to the Eligible Buyer, the Guaranteed Return during the Guarantee Period in accordance with the Contract.
- 8. The Eligible Buyer will not be entitled to receive the Guaranteed Return if the Contract is terminated, the Eligible Buyer breaches these Terms and Conditions or the Contract, or completion of the Contract occurs after the Date for Completion.

Purchase of Eligible Apartment, Appointment of Leasing Agent and Tenancy Agreement

- 9. To be eligible to participate in the Promotion, the Eligible Buyer must:
 - a) purchase the Eligible Apartment directly through a Promoter Sales Consultant and/or an approved external agent;
 - b) appoint the Approved Leasing Agent as leasing agent for the Eligible Apartment and maintain the appointment throughout the Guaranteed Period;
 - c) do all things reasonably required to enter into a Tenancy Agreement with effect from the Completion Date;
 - d) enter into a Tenancy Agreement with a tenant proposed by the Approved Leasing Agent at a reasonable rent, which may be less than or greater than the Guarantee Amount;

- e) provide the Promoter with any information reasonably requested in relation to the leasing of the Eligible Apartment including complying with the reporting and information requirements of the Promoter as prescribed in the Contract including in relation to rent paid, potential tenants, terms and conditions of potential leases and reasons for potential tenants being unacceptable.
10. The Promoter is not required to pay the Guaranteed Return to the Eligible Buyer if:
- a) the Promoter does not receive the information and reports required from the Eligible Buyer;
 - b) the Tenancy Agreement terminates prior to the expiry date due to a breach or default of the Eligible Buyer;
 - c) in the Promoter's reasonable opinion, the Eligible Buyer:
 - i. is acting unreasonably in not accepting a tenant; or
 - ii. causes or contributes to a delay in securing a tenant; or
 - d) the Eligible Buyer revokes the appointment of the Approved Leasing Agent.
11. The Approved Leasing Agent may advertise the Eligible Apartment for lease prior to the Completion Date and the Promoter may enter into a Tenancy Agreement which commences on the date following the Completion Date.

Payments

12. Subject to these Terms and Conditions and the Contract, where a Tenancy Agreement has not been entered into in respect of the Guarantee Period, the Promoter must pay to the Eligible Buyer the Guaranteed Return, payable quarterly in arrears, commencing 10 business days after Completion. Promptly after entry into a Tenancy Agreement, the Promoter will calculate any Guaranteed Return payable for the balance of the Guarantee Period and pay the balance of any Guaranteed Return.
13. As between the Promoter and the Eligible Buyer, the Eligible Buyer is responsible for all holding costs and outgoings relating to the Eligible Apartment during the Guarantee Period.

Property unavailable for use

14. If during the Guarantee Period it is not possible for the Eligible Apartment to be occupied or offered for lease for example due to renovation works or destruction or damage to the Eligible Apartment, the Eligible Buyer is not entitled to receive the Guaranteed Return until it becomes possible for the Eligible Apartment to be occupied or offered for lease. The Eligible Buyer is not entitled to any extension to the Guarantee Period.

Rights exclusive to Eligible Buyer

15. The Eligible Buyer's right to receive the Guaranteed Return will be exclusive to the Eligible Buyer cannot be transferred to any other party.

Furniture Pack

16. Prior to, or as soon as practicable after, Completion the Promotor agrees to (at no additional cost to the Eligible Purchaser), supply the additional inclusions described in Annexure A.
17. The Eligible Purchaser acknowledges and agrees that the items listed in Annexure A are indicative only and are subject to change at the Promotor's discretion and the Promotor can, without being

required to serve notice, alter any item represented in Annexure A, marketing collateral or otherwise to another item of at least equivalent quality.

General Terms

18. This Promotion cannot be used in conjunction with any other campaign or promotion promoted by the Promoter.
19. These Terms and Conditions are governed by the laws of the state of New South Wales.
20. The Promoter reserves the right to take appropriate legal action against the Eligible Buyer if the Eligible Buyer breaches the terms and conditions of this Promotion.
21. To the extent permitted by law, under no circumstances will the Promoter be liable to the Eligible Buyer for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with this Promotion, even if the Promoter has been advised of the possibility of such damages.
22. 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).
23. The Promoter accepts no responsibility for any tax implications that may arise from the receipt of an Guaranteed Return or any part of it. Independent financial advice should be sought.
24. The Promoter reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion without notice at any time prior to the Eligible Buyer entering into the Contract.
25. The Promoter 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, personal details and email address. If you do not provide us with the personal information we have requested, you will not be able to participate in the Promotion. The Eligible Purchaser acknowledges that The Promoter 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 the Eligible Purchaser's Lending Institution and the Approved Leasing Agent. 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.
26. The Promoter's Privacy Policy (available at 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); Email: privacy@mirvac.com; and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney NSW 2000.

SCHEDULE

1. Guarantee Amount	\$..... per month (inclusive of GST, if any) <i>(insert amount)</i>
2. Guarantee Period	A period of 12 months commencing on the earlier of: a) the date 14 days after the date of completion; b) the date on which a Tenancy Agreement is entered into; and c) where a Tenancy Agreement is entered into prior to completion, the date of completion.

Signature of Eligible Buyer

Signature of Eligible Buyer

Signature of Promoter's attorney

Signature of Promoter's attorney

ANNEXURE A

Apartments: Lot 295 (C208), Lot 301 (C307)

Living Room
Sofa
Rug
Coffee Table
Armchair
Artwork (if applicable)
Floor lamp
2 x side tables
TV Unit
40 Inch TV (with data cables)
Dining Room
Table
4 x Chairs
2x Barstools
Artwork
Master Bedroom
Queen bed with posture mattress and full linen package including inserts.
2 x bedside tables
2 x lamps
Artwork
Study nook (if applicable, subject to apartment layout)
Study chair
Other (if applicable, subject to apartment layout)
Cushion package and 2 x throws
Accessory package (20 x items)
Kitchen Package (including kettle and toaster)
Laundry Package (including vacuum, iron, ironing board, mop, broom, dustpan) 20 x coat hangers, bathroom bin, toilet brush, hairdryer.
Outdoor setting
Fridge

Washing machine

Apartments: Lot 294 (C207), Lot 251 (A2303)

Furniture pack
As displayed and if applicable, subject to apartment layout.
Other (if applicable, subject to apartment layout)
Washing machine
Fridge
Laundry Package (including vacuum, iron, ironing board, mop, broom, dustpan) 20 x coat hangers, bathroom bin, toilet brush, hairdryer.
Kitchen Package (including kettle and toaster)