MIRVAC HARBOURSIDE – REFER A FRIEND PROMOTION
Terms and Conditions

Background to Promotion

1. Mirvac Projects (Retail and Commercial) Pty Limited as trustee for the Mirvac Harbourside Sub Trust (**Mirvac**) recently introduced a 'Refer a Friend' promotion (**Promotion**).

2. The Promotion will run for a limited time. The Promotion commences at 9:00am on Monday 2 November 2026 and ends at 5:00pm on Thursday 31 December 2026 (**Promotion Period**).

3. Under the Promotion, subject to these terms and conditions, Mirvac will provide gift cards to the value of $30,000 (**Referral Reward**) to a Referring Party and gift cards to the value of $20,000 to an Eligible Buyer (**Referee Reward**) if the Referring Party refers an Eligible Buyer to Mirvac and the Eligible Buyer purchases a residential apartment or residential lot at Harbourside (**Eligible Property**) during the Promotion Period.

4. The following terms and conditions apply to the Promotion. By participating in the Promotion, Eligible Buyers and Referring Parties agree to be bound by these terms and conditions.

Promotion Terms and Conditions

The Referring Party and Eligible Buyer will be eligible for the Promotion if the following terms and conditions are satisfied:

5. A **Referring Party** is a person who:

    a. is a natural person over the age of 18 years and are not a company, registered builder, superannuation funds or persons acting as agent on behalf of other persons;

    b. has either:

        i. entered into (or is a director of a company or trustee who has entered into) an unconditional contract with Mirvac to purchase a residential apartment or residential lot within any Mirvac branded residential development project (**Referring Party's Contract**) but where the due date for settlement has not yet arrived (**Type A Referring Party**); or

        ii. a Silver (or above) Mirvac Dimensions Loyalty member as defined at https://dimensions.mirvac.com/; and

    c. introduces an Eligible Buyer by completing in full and signing a "'Refer a Friend' Form" (**Referral Form**) and providing it to one of Mirvac's sales consultants.

    d. Is not an employee or staff of Mirvac (or related body corporate) or RES by Mirvac that is employed in a sales role.

6. An **Eligible Buyer** is:

a. a natural person over the age of 18 years or a company/trust. An eligible buyer is not a registered builder that has a parallel agreement with Mirvac or persons acting as agent on behalf of other persons.
b. not a related entity to the referring party (for the avoidance of doubt, a director cannot refer their company). If the referring party becomes the nominee to the contract, they are not an eligible buyer.
c. not an employee, agent, consultant or related entity of Mirvac;
d. a person who has been referred to Harbourside by an eligible Referring Party and must not have been referred to Mirvac or Harbourside by a referring channel agent;
e. a person who, at the time of the referral for the Promotion, must not:
    i. already be entered on the Mirvac database of potential purchasers (Existing Lead); or
    ii. be an entity of which an Existing Lead is a director, shareholder, or beneficial owner.
f. a new introduction to Mirvac and Harbourside and must not, in the reasonable opinion of Mirvac, exist in any current/present negotiations for the purchase of a property at Harbourside.

7. An **Eligible Property** is an residential apartment or residential lot available for sale during the Promotion Period within Harbourside.
8. The Promotion is only available where all of the following conditions are satisfied:
    a. a Referring Party introduces an Eligible Buyer who:
        i. exchanges an unconditional contract of sale with Mirvac for the acquisition of an Eligible Property (**Eligible Buyer's Contract**) during the Promotion Period;
        ii. pays the full deposit as required under the Contract on or before the due date under the Contract; and
        iii. settles the acquisition of the Eligible Property on or before the due date for settlement required under the Eligible Buyer's Contract; and
    b. the Referring Party settles the acquisition of their Mirvac apartment or lot under Referring Party's contract on or before the due date for settlement.
    c. The Introduction Form must be received an acknowledged by Mirvac prior to the Eligible Buyer entering into the Contract, the form of acknowledgement being the provision by Mirvac to the Referring Party by hand, post, or email of a copy of the Introduction Form signed, dated, and time-stamped or time-endorsed by an authorised officer or agent of Mirvac.

9. If these terms and conditions are satisfied, Mirvac will provide the Referral Reward to the Referring Party and the Referee Reward to the Eligible Buyer within 28 days after the date of settlement of Eligible Buyer's contract and the Referring Party's contract, whichever is later.
10. The Referral Reward provided under this Promotion will not be deducted from the purchase price under the Referring Party's Contract is non-transferrable, non-refundable and cannot be exchanged for cash.

11. The Referee Reward provided under this Promotion will not be deducted from the purchase price under the Eligible Buyer's Contract is non-transferrable, non-refundable and cannot be exchanged for cash.

12. Mirvac reserves the right, at its absolute discretion, not to accept a referral.

13. If a referral is not accepted, Mirvac is not under any obligation to enter into any discussion with a Referring Party or to provide any details as to the reasons why a referral has been declined.

14. There is no limit to the number of Eligible Buyers that the Referring Party may refer under this Promotion.

15. Where an Eligible Buyer is referred by more than one Referring Party, only the first referral received and acknowledged by Mirvac, (as determined by Mirvac in its absolute discretion) will be entitled to qualify for the Promotion.

16. The Referral Reward and/or the Referee Reward may be subject to terms and conditions of the gift card issuer. Any dispute pertaining to the gift card is strictly between the Referring Party or Eligible Buyer and the issuer of the gift card.

17. 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 https://incentivesgiftcard.com.au/contact-us/ or call the Help Desk on 1800 778 619 . These cards must be redeemed within 3 years or as otherwise provided by the terms and conditions of the card issuer.

18. In the case of an approved nomination the end purchaser will receive the referee reward. In this instance, the original purchaser will no longer be eligible to receive a referee reward. The conditions of Section 6 (Eligible Buyer) needs to be satisfied.

Further Terms and Conditions of Promotion

The following additional terms and conditions also apply to the Promotion:

1. The Eligible Buyer and Referring Party acknowledge and agree 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 the Referral Reward or the Referee Reward or participating in the Promotion are the sole responsibility of the Eligible Buyer and Referring Party.

2. The Eligible Buyer and Referring Party must disclose the contents of this Promotion to any lending institution providing finance to the Buyer and Referring Party to assist with the

purchase of the Property

3. The Eligible Buyer and Referring Party forfeit all rights to receiving or participating in the Promotion if the Eligible Buyer and Referring Party do not comply with any of these terms and conditions or any term or condition under the Contract.

4. This Promotion cannot be used in conjunction with any other promotion or campaign promoted by Mirvac including Mirvac's National Refer-a-friend Campaign.

5. To the extent permitted by law, Mirvac is not liable to the Eligible Buyer and Referring Party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with the Eligible Buyer's or and Referring Party's participation in this Promotion even if Mirvac has been advised of the possibility of such damages.

6. Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.

7. If there is any inconsistency between these terms and conditions and the provisions of the contract of sale entered into by a person participating in the Promotion, the contract of sale prevails.

8. These terms and conditions are governed by the laws of New South Wales.

Privacy Collection Statement

9. The Mirvac Group (Mirvac 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 your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.

10. 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 you request. Your 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, Japan and United Kingdom.

11. The Mirvac Group Privacy Policy (available on www.mirvac.com) 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. 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.

12. 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.