

Merrifield Crafted \$5k deposit/rental guarantee promotion

Terms and Conditions

1. In these terms and conditions and all advertising material relating to the Crafted \$5k deposit promotion (**Promotion**) and rental guarantee offer (**Oliver Hume's Offer**):
 - a. Merrifield means Ascotown Pastoral Company Pty Ltd or Merrifield Corporation Pty Ltd; and
 - b. Oliver Hume means:
 - i. Oliver Hume Agency; and/or
 - ii. Oliver Hume Asset Management (VIC) Pty; and/or
 - iii. Asset Support (QLD) Pty Ltd; and/or
 - iv. any other name or trading name used by Oliver Hume in respect to the rental guarantee offer.
2. These terms and conditions only relate and apply to the Promotion and not to Oliver Hume's Offer.
3. To obtain a copy of the terms and conditions of Oliver Hume's Offer please contact Oliver Hume's representatives directly.
4. This Promotion may or may not be advertised and/or applied simultaneously with Oliver Hume's Offer (at Merrifield's absolute discretion).
5. The Promotion runs from 9am (AEST) on **1 August 2019** and ends at 5pm (AEST) on **30 September 2019** or such later date notified by Merrifield by providing at least fourteen days' notice on merrifieldmelbourne.com.au/crafted (**Promotion Period**).
6. The Promotion applies to select residential lots within stages 37 and 38 at the development known as Merrifield, located on Donnybrook Road, Mickleham which are nominated by Merrifield, and being described as follows:

Eligible Lots	Participating Builders (Builders)
lots 3877, 38144, 38145	Metricon
lots 3826, 3827 and 38143	Nostra
lots 3778, 3779 and 37131	Soho

Merrifield has the right to determine the nominated and participating Builders at its absolute discretion.

7. There are only a limited number of Eligible Lots and prospective purchasers of Eligible Lots (**Purchaser/s**) should make appropriate enquiries with Merrifield in respect of the Eligible Lot for which they are interested in purchasing prior to entering into a contract of sale to confirm the Purchasers' eligibility for this Promotion.
8. Subject to paragraph 11, the Promotion is available to each Purchaser who during the Promotion Period enters into:
 - a. a valid unconditional building contract with a Builder for the construction of a medium density townhome on an Eligible Lot (**Building Contract**); and
 - b. subsequently enters into a valid unconditional land contract with Merrifield for the sale of an Eligible Lot (**Land Contract**).
9. Subject to paragraph 11, Merrifield will only require the Purchasers to pay:
 - a. an initial payment of at least \$2,500 (inclusive of GST) in respect of the Building Contract as part payment of the deposit for the Building Contract; and
 - b. an initial payment of at least \$2,500 (inclusive of GST) in respect of the Land Contract as part payment of the deposit for the Land Contract.
10. For the avoidance of doubt, the Purchasers are required to pay:

- a. the balance of the deposit under the Land Contract on or before settlement; and
 - b. the balance of the deposit under the Building Contract at least 14 days before commencement of construction works pursuant to the Building Contract.
11. To be eligible under this Promotion, the Purchaser must comply with **all** of the following conditions:
 - a. In respect of the Building Contract, the Purchaser must:
 - i. sign a Building Contract with the nominated Builder for construction of a townhome on an Eligible Lot;
 - ii. make an initial deposit payment of at least \$2,500.00 for the Building Contract;
 - iii. obtain a valid receipt for the initial deposit payment from the Builder;
 - iv. pay any balance of the deposit for the Building Contract at least 14 days before commencement of constructions works pursuant to the Building Contract; and
 - v. not be in breach of the Building Contract or the Land Contract.
 - b. In respect of the Land Contract, the Purchaser must:
 - i. make an appointment with a Merrifield's sales manager and sign the Land Contract of an Eligible Lot;
 - ii. provide Merrifield with a copy of the executed Building Contract and receipt from the Builder for part payment of the Building Contract deposit at or before the appointment;
 - iii. pay any balance of the deposit for the Land Contract at or before settlement of the Land Contract;
 - iv. settle the Land Contract of the Eligible Lot on or before the settlement date of the Land Contract (**End Date**); and
 - v. not be in breach of the Building Contract or the Land Contract.
 - c. In addition to the above, Merrifield must be satisfied at all times that the townhome's plans comply with the requirements of the Merrifield design guidelines.
12. The benefit of this Promotion only applies to the initial Purchaser pursuant the Land Contract and Building Contract and it is not transferable to subsequent purchasers by way of a subsale, nomination or resale.
13. In the event a Purchaser:
 - a. is in default of the Land and/or Building Contracts; or
 - b. transfers its interest over the Eligible Lot by way of a subsale, nomination or resale, the balance of the deposit under the Land and Building Contracts become due and payable immediately on demand.
14. The Promotion is only valid during the Promotion Period, and is correct as at the time of publication, but may change at Merrifield's absolute discretion at any time.
15. Any duties, taxes, levies or charges which may be payable as a consequence of this Promotion are the sole responsibility of the Purchasers.
16. Merrifield reserves the right to cancel, extend or make changes to the Promotion at any time.
17. Merrifield reserves the right to withdraw any of the Eligible Lots from the Promotion at any time.
18. Merrifield gives no warranties and makes no representations about any Builder's ability to enter into or perform a Building Contract.
19. If a Building Contract is cancelled for any reason at any time prior to settlement of the Land Contract, the balance of the deposit under the Land Contract becomes due and payable immediately on demand.

20. The Purchasers will fully disclose the benefit of this Promotion to all parties who legitimately have an interest in knowing about it, including any financier and any party who buys the Property from the Purchaser.
21. Merrifield will not be liable for any liability, loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of or in connection with this Promotion or a Building Contract (including any failure by a Builder to enter into or perform a Building Contract), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Privacy

22. Merrifield collects personal information in order to conduct the Promotion, to assist in providing the products or services an individual has requested (if any), and to improve its products and services. Merrifield may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let an individual know about products, services or promotional activities which may be of interest until the individual informs Merrifield otherwise.
23. Merrifield may also share individuals information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions. Merrifield may also disclose personal information to third parties as required by Australian regulatory authorities.
24. Merrifield is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Promotion, each individual is taken to consent to Merrifield's privacy policy. To view Merrifield's privacy policy please visit: mab.com.au/privacy.
25. Participants should direct any request to access, update or correct personal information to Merrifield.