

Merrifield Plus Terms & Conditions

1. Terms of Referral

- 1.1 An eligible **Referrer** must:
 - 1.1.1 have purchased a residential block from **Merrifield** under a valid, unconditional **Contract(s) of Sale**, whether jointly or solely purchased;
 - 1.1.2 be over 18 years of age;
 - 1.1.3 have purchased as an individual and not as a corporate entity or sales agent; and
 - 1.1.4 complete a **Referral Form** online at merrifieldmelbourne.com.au/plus or within the *My Merrifield* mobile application.
- 1.2 Trustees are permitted if related to an individual, but only where a trustee is an individual and not a corporate entity.
- 1.3 For a **Referral** to be eligible the **Subsequent Purchaser** must:
 - 1.3.1 not be registered on a **Merrifield** or **MAB Project** database;
 - 1.3.2 execute a contract of sale for a residential land lot within 180 days of the **Referral Date**; and
 - 1.3.3 pay the full required deposit under an unconditional **Contract of Sale**.
- 1.4 The **Referral Payment** is made to the **Referrer** on the basis that the **Subsequent Purchase** is not a purchase made in the course or furtherance of an enterprise (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) that the Referrer carries on in Australia.
- 1.5 It is the responsibility of the **Referrer** to provide correct and valid bank account details when requested by **Merrifield**.
- 1.6 A **Referrer** may receive a **Referral Payment** for multiple **Referrals**, but only one Referral payment will be made for any one Contract of Sale.
- 1.7 For the **Referral** to be eligible it must, in the opinion of Merrifield (in its sole discretion), be compliant with these terms and conditions.
- 1.8 **Referral Payments** will be paid within 60 days of eligibility being confirmed by **Merrifield**.
- 1.9 The **Referral Payment** is \$1,000 and will be transferred directly to the **Referrer's** bank account.
- 1.10 **Merrifield** accepts no responsibility for any ineligible **Referrals**. Eligible **Referrals** will be deemed to be accepted at the time of receipt by **Merrifield** and not at the time of transmission. **Merrifield** is not responsible for lost, late or misdirected **Referrals**.

1.11 **Merrifield** reserves the right, at any time and in its sole discretion, to verify the validity of **Referrals**.

1.12 **Merrifield** may disqualify any **Referral** for any reason.

2. Repeat Purchase

2.1 To take advantage of the **Repeat Purchaser Rebate** the purchaser must make it known to us at the time of the subsequent purchase that they are an existing customer at Merrifield and that they wish to receive the Rebate.

2.2 To be eligible for the **Repeat Purchaser Rebate** a **Subsequent Purchaser** must:

2.2.1 advise **Merrifield** in writing upon entering in to a **Contract of Sale** for the subsequent purchase that they are an existing customer at **Merrifield** and that they wish to receive the **Repeat Purchaser Rebate**;

2.2.2 have purchased at least one residential block from **Merrifield** under a valid, unconditional **Contract(s) of Sale**, whether jointly or solely purchased; and

2.2.3 have purchased that property as an individual and not as a corporate entity or sales agent.

2.3 Trustees are permitted if related to an individual, but only where a trustee is an individual and not a corporate entity.

2.4 To be eligible for the **Repeat Purchaser Rebate** the purchaser must successfully settle their **Contract of Sale** for the subsequent purchase.

2.5 A **Contract of Sale** for a subsequent purchase cannot be nominated to a further purchaser.

2.6 The **Repeat Purchaser Rebate** is not eligible in conjunction with any other price discount or rebate offer that may be offered from time to time; excluding the **Landscaping Rebate** which does not affect eligibility of this **Repeat Purchaser Rebate**.

2.7 The **Repeat Purchaser Rebate** is \$5,000, offered as a reduction of the settlement amount on the applicable **Contract of Sale**.

2.8 **Merrifield** reserves the right, at any time and in its sole discretion, to verify the validity of eligibility for the **Repeat Purchaser Rebate**.

2.9 **Merrifield** may withdraw any **Repeat Purchaser Rebate** for any reason.

2.10 The **Referrer** acknowledges that these Terms and Conditions are to be read in conjunction with the **Privacy Policy** and **Terms of Use**.

3. Merrifield

3.1 **Merrifield** reserves the right to vary, suspend or discontinue this **Program** at its discretion, and any decision on the **Program** is at the sole discretion of Merrifield; and

- 3.2 Failure by **Merrifield** to enforce any of its rights in respect of the **Program** does not constitute a waiver of those rights.
- 3.3 Except for any liability that cannot be excluded by law, **Merrifield** (including its officers, employees and agents) excludes all:
- 3.3.1 Statutory liability;
 - 3.3.2 Representations, conditions and warranties implied by custom, the general law or statute;
 - 3.3.3 liability for negligence, any personal injury and any loss or damage whether direct, indirect, special or consequential (including economic loss, loss of revenue, loss of opportunity, loss of goodwill), arising in any way out of the Program.

4. Definitions

In these terms and conditions:

- 4.1 “Contract of Sale” means an unconditional contract of sale for the purchase of land deemed eligible by Merrifield for this Program.
- 4.2 “Land” means land subject of a Contract of Sale.
- 4.3 “Landscaping Rebate” means the landscaping rebate made available by Merrifield from time to time.
- 4.4 “MAB” means MAB Corporation Pty Ltd (ACN 065 207 230)
- 4.5 “Merrifield” means Ascotown Pastoral Company Pty Ltd (ACN 116 959 365) and Merrifield Corporation Pty Ltd (ACN 111 110 813).
- 4.6 “Privacy Policy” means the Privacy Policy dated October 2020 and which is located on the Merrifield and MAB Corporation webpages and which is updated from time to time.
- 4.7 “Program” means the ‘Merrifield Plus’ Referral and Repeat Purchaser Rebate program.
- 4.8 “Referral” means an eligible referral under these terms and conditions.
- 4.9 “Referral Date” means the date upon which Merrifield considers a Referral to be eligible.
- 4.10 “Referrer” or “Referrers” means an existing purchaser that refers the Subsequent Purchasers.
- 4.11 “Repeat Purchaser” means a purchaser who has previously purchased a Merrifield property.
- 4.12 “Subsequent Purchaser” or “Subsequent Purchasers” means a purchaser referred by the Referrer in accordance with these terms and conditions.

4.13 “Terms of Use” means the Terms of Use located on the Merrifield and MAB Corporation webpages and which is updated from time to time.