

Merrifield Plus – Merrifield Panthers Sporting Association (MPSA) Offer Terms & Conditions

1. Referral by MPSA Member

- 1.1 An eligible **Referrer** must:
 - 1.1.1 be an individual over 18 years of age;
 - 1.1.2 complete the **Referral Form** (which is located at merrifieldmelbourne.com.au/panthers);
 - 1.1.3 hold a valid membership with the Merrifield Panthers Sporting Association on the date of the Referral; and
 - 1.1.4 not be a trustee of a corporate entity.
- 1.2 For a **Referral** to be eligible for the **Referral Payment**, the **Subsequent Purchaser** must:
 - 1.2.1 not be registered on a **Merrifield** or **MAB Project** database;
 - 1.2.2 within 180 days of the **Referral Date**, execute an unconditional **Contract of Sale** for a residential land lot between the **Subsequent Purchaser** and **Merrifield**;
 - 1.2.3 pay the full required deposit under an unconditional **Contract of Sale**; and
 - 1.2.4 not be purchasing the residential land lot in the course or furtherance of an enterprise (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) that the Referrer carries on in Australia.
- 1.3 The **Referrer** must provide accurate and valid bank account details when requested by **Merrifield** via email.
- 1.4 A **Referrer** may receive a **Referral Payment** for multiple **Referrals**, but only one **Referral Payment** will be made for any one Contract of Sale.
- 1.5 **Referral Payments** will be transferred directly to the **Referrer's** bank account within 60 days of eligibility being confirmed in writing by **Merrifield**.
- 1.6 **Merrifield** accepts no responsibility for any ineligible **Referrals**. Eligible **Referrals** will be deemed to be accepted at the time of written receipt by **Merrifield**. **Merrifield** is not responsible for lost, late or misdirected **Referrals**.

2. MPSA Member Purchase

- 2.1 A **MPSA Member Purchaser** will be eligible to receive the **MPSA Purchaser Rebate**, if the purchaser:
 - 2.1.1 is over 18 years of age;
 - 2.1.2 prior to or at the time of executing a **Contract of Sale**, informs **Merrifield** that they are an existing member of the Merrifield Panthers Sporting Association;

- 2.1.3 holds a current membership with the Merrifield Panthers Sporting Association as verified by the Merrifield Panthers Sporting Association; and
 - 2.1.4 is not a trustee of a corporate entity.
- 2.2 To be eligible for the **MPSA Purchaser Rebate** the **MPSA Member Purchaser** must:
- 2.2.1 execute and settle an unconditional **Contract of Sale** for the purchase of a residential land lot or investment property between the **MPSA Member Purchaser** and **Merrifield**;
 - 2.2.2 not nominate the purchase to a further purchaser; and
 - 2.2.3 not request the MPSA Purchaser Rebate in conjunction with any other price discount or rebate offer that may be offered by **Merrifield** from time to time.
- 2.3 The **MPSA Purchaser Rebate** is offered as a reduction of the settlement amount on the applicable **Contract of Sale**.

3. General

- 3.1 The **Referrer** and **MPSA Member Purchaser** acknowledges that these terms and conditions are to be read in conjunction with the **Privacy Policy** and **Terms of Use**.
- 3.2 **Merrifield** reserves the right to verify the validity and eligibility of the **Referrer** and **MPSA Member Purchaser** (including identity, age and membership) at any time and reserves the right to disqualify **Referrers** and **MPSA Member Purchasers** deemed to have breached these terms and conditions.
- 3.3 These terms and conditions are governed by the laws of Victoria. The parties agree to submit to the non-exclusive jurisdiction of the courts of that State and courts entitled to hear appeals from those courts.
- 3.4 The **Referrer** and **MPSA Member Purchaser** accepts these terms and conditions, as amended from time to time in accordance with clause 3.5, by performing an act that is done with the intention of adopting or accepting these terms and conditions, including by oral acceptance.
- 3.5 **Merrifield** may update these terms and conditions from time to time and the altered terms shall apply to **Referral Payment** and **MPSA Member Rebate** requests placed after such notification and will supersede all previous terms and conditions imposed by **Merrifield** regarding such requests. It is the **Referrer's** and **MPSA Member Purchaser's** responsibility to check the applicable terms on the **Merrifield** website before placing a request.
- 3.6 A waiver of any right arising under these terms and conditions must be in writing and signed by the party granting the waiver.
- 3.7 If a provision in these terms and conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these terms and conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these terms and conditions.

- 3.8 The **Referrer**, **MPSA Member Purchaser** and **Merrifield** are not and are not taken to be in a partnership, joint venture, employment or fiduciary relationship. Nothing in these terms and conditions gives a party authority to bind the other party in any way.
- 3.9 Any notice, demand, approval, request or other communications in relation to these terms and conditions (**Notice**) will:
- 3.9.1 be in writing in English;
 - 3.9.2 be marked for the attention of **Merrifield**, the **Referrer** or **MPSA Member Purchaser** (as applicable); and
 - 3.9.3 be given at the recipient's address for notice being:
 - a. hand delivered;
 - b. sent by email; or
 - c. sent by regular post (or airmail if posted to or from a place outside Australia).
- 3.10 A Notice takes effect when received and a Notice is regarded as being given by the sending party and received by the receiving party:
- 3.10.1 if delivered by hand to the recipient's address, when delivered to that address;
 - 3.10.2 if sent by email to the recipient's email address, when the email (including any attachment) is sent to the receiving party at that email address, unless the sending party receives a notification of delivery failure within 24 hours of the email being sent;
 - 3.10.3 if sent from a place within Australia by regular post to the recipient's address which is an address that is within Australia, at 9.00am on the sixth business day after the date of posting;
 - 3.10.4 if sent from a place within Australia by airmail to the recipient's address which is an address outside Australia, at 9.00am on the tenth business day after the date of posting; and
 - 3.10.5 if sent from a place outside Australia by airmail to the recipient's address which is an address that is within or outside Australia, at 9.00am on the twelfth business day after the date of posting.

4. Definitions

In these terms and conditions:

- 4.1 "Contract of Sale" means an unconditional contract of sale for the purchase of land entered into between Merrifield and the Subsequent Purchaser.
- 4.2 "MAB" means MAB Property Developments Pty Ltd (ABN 14 221 712 062, ACN 676 703 245).
- 4.3 "Merrifield" means Ascotown Pastoral Company Pty Ltd (ACN 116 959 365), Merrifield Corporation Pty Ltd (ACN 111 110 813), Rosedust Pty Ltd (ACN 618 257 686) and Copperdust Pty Ltd (ACN 618 875 433).
- 4.4 "MPSA Member Purchaser" means an existing member of the Merrifield Panthers Sporting Association that purchases a residential land lot or investment property in Merrifield.

- 4.5 "MPSA Purchaser Rebate" means \$5,000 (including GST).
- 4.6 "Privacy Policy" means the Privacy Policy which is located at <https://www.mab.com.au/privacy/> and on the Merrifield and MAB webpages and which is updated from time to time.
- 4.7 "Program" means the 'Merrifield Plus - MPSA Offer' Referral and Purchaser Rebate program.
- 4.8 "Referral" means an eligible referral under these terms and conditions.
- 4.9 "Referral Date" means the date which the Referrer submits a Referral with Merrifield in accordance with these terms and conditions.
- 4.10 "Referrer" or "Referrers" means a person that refers a Subsequent Purchaser(s) under these terms and conditions.
- 4.11 "Referral Form" means the registration details required to be completed by the Referrer (which can be located at merrifieldmelbourne.com.au/panthers).
- 4.12 "Referral Payment" means \$2,000 (including GST).
- 4.13 "Subsequent Purchaser" or "Subsequent Purchasers" means a purchaser referred by the Referrer in accordance with these terms and conditions.
- 4.14 "Terms of Use" means the Terms of Use located at <https://www.mab.com.au/terms-of-use/> and on the Merrifield and MAB webpages and which is updated from time to time.