

BIRKENHEAD POINT

Birkenhead Point Booking Terms and Conditions

Definitions

“**Customer**” means the person that books a Product.

“**Product**” means the tourism packages offered by Mirvac. A full list of packages and inclusions can be found at www.birkenheadpoint.com.au/goldpackage

“**Price**” means the price charged by Mirvac to the Customer for the Product and is inclusive of GST, if any.

“**Mirvac**” means Mirvac Real Estate Pty Limited ABN 65 003 342 452 and includes their related bodies corporate, employees, contractors and agents.

1. General Conditions

- 1.1. The Customer acknowledges that it is responsible for the behaviour of all persons it books into the Package at any time in connection with the Customer’s booking.
- 1.2. The booking is not transferable unless specified otherwise.
- 1.3. Mirvac does not accept any responsibility for the loss or damage to any equipment, furniture or personal possessions from participation in any Package, to the fullest extent permitted by law.
- 1.4. The Customer agrees that they must not use any intellectual property belonging to Mirvac without the express consent of Mirvac.

2. Bookings

- 2.1. For all new bookings for Packages, the Customer is required to fill in an online booking form (“**Booking Form**”) which requires input of details of the booking including, time, date, and number of guests. Customer will also be asked to provide credit card details to pay the Price for the Package.
- 2.2. Upon booking, the Customer will receive an email with confirmation of the booking.
- 2.3. Placement of a booking is deemed acceptance of these term and conditions by any Customer.

3. Privacy

- 3.1. The Customer consents to the collection of their personal information, which will be handled, used and stored in accordance with the Mirvac Group Privacy Policy (available www.mirvac.com/privacy-policy).
- 3.2. In addition to any use that may be outlined in the Mirvac Group Privacy Policy, the Customer agrees that Mirvac may, for an indefinite period, unless otherwise advised, use their personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Customer.
- 3.3. Mirvac is collecting personal information from the Customer to provide them services they request from Mirvac. Mirvac also uses the Customer’s personal information for related purposes including to request their feedback on the products and services provided by Mirvac. The personal information Mirvac is collecting includes Customer’s name, personal details and email address. If a Customer does not

provide us all the personal information Mirvac requests, Mirvac may be unable to provide the services to the Customer.

- 3.4. The Customer acknowledges that Mirvac 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 to assist Mirvac in the operation of its business.
- 3.5. The Mirvac Group Privacy Policy contains information about how a Customer may request access to and correction of personal information Mirvac holds about them, or to make a complaint about an alleged breach of the Australian Privacy Principles. If a Customer no longer wish to receive promotional information from Mirvac, they may advise Mirvac of their wish. The Mirvac Group Privacy Policy contains information about how a Customer may send their request to Mirvac. Customers 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.

4. Cancellation of Bookings

- 4.1. Mirvac reserves the right to refuse any confirmed booking or request or to cancel a booking.
- 4.2. A Customer must give a minimum of 24 hours in writing via email to cancel a booking for a Product.
- 4.3. If a booking is cancelled more than 24 hours prior to the booked date, no cancellation fee will apply however credit card transaction fees do apply. If a booking is cancelled less than 24 hours prior to the booked date and time, or if a Customer fails to attend their booked date and time without explanation, a cancellation fee of the entire Price will be charged on the credit card details provided at time of booking.
- 4.4. In the event of any adverse weather, Mirvac reserves the right to cancel any booking. Any cancellations due to adverse weather will not be subject to a cancellation fee and the Customer may reschedule their booking in consultation with Mirvac.
- 4.5. Any change to booking information must be made in writing via email to Mirvac no less than 24 hours prior to the commencement of the booking. Any changes requested after this time may not be accepted by Mirvac.

5. Termination

- 5.1. Failure to comply with any of these conditions will result in a Customer's booking being cancelled by Mirvac. Any breach of the terms and conditions including providing misleading or incorrect information on the Booking Form may result in immediate termination and forfeiture of the full Price.

6. Price and Payments

- 6.1. The Price will be debited from the credit card provided at the time of booking. The Price will be calculated according to the Package booked.
- 6.2. If payment is not completed by the Customer, the booking is not confirmed. .
- 6.3. A refund will only be provided if a booking is cancelled at least 24 hours prior to the beginning of the booking.

7. Emergency Procedures and Safety

- 7.1. The Customer must be aware and familiarise themselves and their guests with and observe any Emergency Evacuation Plan for the premises.
- 7.2. Customer is responsible for evacuating their guests from the premises in the case of an emergency.

7.3. The Customer must take direction from representatives of Mirvac in the case of an emergency, when such officer is present.

8. Damage/Loss of Property

8.1. All reasonable steps must be taken by the Customer to satisfy themselves that there is no reasonable risk of injury to any person participating in the Package.

8.2. The Customer must report immediately to Mirvac any medical issues or special needs applicable to any of the Customer's guests.

8.3. The Customer is responsible for the full cost of any damage caused to any property of Mirvac during the course of the Customer's guests use of a Package.

9. Liability and Indemnity

9.1. The Customer indemnifies Mirvac against liability or loss arising from and cost incurred in connection with damage, loss, injury or death arising from the Customer's and Customers' guests' use of the Package, to the extent caused or contributed to by the act, negligence or default of the Customer or their guests, to the fullest extent permitted by law.

9.2. The Customer releases Mirvac from and agrees that the Mirvac is not liable for the liability or loss arising from and costs incurred in connection with damage, loss, injury or death arising from the Customer's (or its guests) use of the Package, to the extent caused or contributed to by the act, negligence or default of the Customer, to the fullest extent permitted by law.

9.3. Mirvac shall not be liable in any circumstances for any indirect, special, economic or consequential loss or damage suffered by the Customer or any other entity including without limitation loss of income, profits, business, goodwill or data, or loss of anticipated savings.

9.4. To the extent permitted by law, Mirvac's liability to the Customer for a breach of any condition or warranty whether express or implied under the Australian Consumer Law pursuant to Schedule 2 of the Competition and Consumer Act 2010 (Cth.) or any other applicable law is limited to one or more of the following, at Mirvac's election: (i) resupplying, repairing or replacing; or (ii) paying or refunding the cost of re-supplying, repairing or replacing, a product or service in respect of which the breach occurred.

10. Confidentiality

10.1. The Customer agrees that these Terms and Conditions and any and all information of a confidential nature which is obtained by the Customer in relation to Mirvac including but not limited to any information, documents and materials concerning the management, operations, methodology, processes, systems, know how, intellectual property, suppliers, business affairs or dealings of the Mirvac (**'Confidential Information'**) is strictly confidential to Mirvac and constitutes valuable and proprietary information of Mirvac.

10.2. The obligations under this clause do not apply to any Confidential Information that is (i) already in the public domain, or comes into the public domain other than as a result of a breach of this clause; (ii) already known to the Customer at the time of receipt of the information; (iii) acquired by the Customer from a third party entitled to disclose it; or (iv) required to be disclosed by law.

11. Governing Law

11.1 The laws of New South Wales govern these terms and conditions. The Customer agrees to submit to the exclusive jurisdiction of the Courts of New South Wales.