

## Win a Year's Worth of Groceries 2024 Terms and Conditions

### Background to Competition

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **Win a Year's Worth of Groceries (Competition)** plus every entry goes into the draw to win **\$1,000** weekly for 5 weeks is deemed acceptance of these Terms and Conditions.
2. If there is any inconsistency between these terms and conditions and any other documents or information that refers to this Competition, these terms and conditions shall prevail.
3. The Competition is being offered by Mirvac Real Estate Pty Ltd (**Mirvac**) ABN 65 003 342 452. **Promoter** means Mirvac.
4. The Competition is open for a limited time. The Competition commences at 12:01AM on 15<sup>th</sup> April 2024 and ends at 11:59PM on 17<sup>th</sup> May 2024 (**Competition Period**). All references to time in these terms and conditions are a reference to AEST. All monetary amounts are expressed in Australian dollars (AUD), unless otherwise stated. Any entries received outside the Competition Period will not be accepted.
5. Subject to these terms and conditions, Mirvac will be running a 'Subscribe to win' competition where customers enter a competition by subscribing to the **Participating Centres'** database to gain an entry in the **Win a Year's Worth of Groceries (Competition)**. 1 (one) x major winner will be selected at random to win the major prize as described in paragraph 27. An additional 5 (five) x winners will be selected at random once a week for 5 (five) weeks to win the minor prizes described in paragraph 28.
6. The competition will be conducted at the following participating Mirvac shopping centres:
  - a) Birkenhead Point - Sydney (NSW) (<https://www.birkenheadpoint.com.au/>)
  - b) Broadway Sydney (NSW) (<https://www.broadwaysydney.com.au/>)
  - c) East Village (NSW) (<https://www.eastvillage.com.au/>)
  - d) South Village (NSW) (<https://www.southvillage.com.au/>)
  - e) Rhodes Waterside (NSW) (<https://www.rhodeswaterside.com.au/>)
  - f) Greenwood Plaza (NSW) (<https://www.greenwoodplaza.com.au/>)
  - g) Moonee Ponds Central (VIC) (<https://www.mooneepondscentral.com.au/>)
  - h) Orion Springfield Central (QLD) (<https://www.orionspringfieldcentral.com.au/>)
  - i) Kawana Shoppingworld (QLD) (<https://www.kawanashoppingworld.com.au/>)
  - j) Cooleman Court (ACT) (<https://www.coolemancourt.com.au/>)

## Competition Terms and Conditions

### Eligibility to enter the Competition

7. Subject to paragraph 10, entry into the Competition is open to Australian permanent residents, aged 18 years and over (as at the date of entry) acting on their own behalf (**Eligible Entrants**). Eligibility requirements must be met at the time of entry and at the time of determining a prize winner.
8. Mirvac reserves the right in its absolute and sole discretion to request the winner to provide proof of identity and proof of residency at the time of collecting the Prize. If a winner cannot provide suitable proof, Mirvac may direct the winner to forfeit the Prize in whole and no substitute will be offered.
9. The Competition is not open to:
  - a. businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons;
  - b. directors, management, officers, contractors and employees of:
    - (i) the Promoter,
    - (ii) the Prize Supplier (if different to the Promoter);
    - (iii) any person or entity involved in determining the winner; or
    - (iv) any other person, company, supplier or agency associated with the Competition or involved in the management of any benefiting business including of any prize provider;
  - c. a spouse, de facto spouse, partner, guardian, parent, child, sibling (whether natural or by marriage or adoption) of any person referred to in sub-paragraph (b).
10. The Eligible Entrant will be deemed to be the person who submitted the entry. If there is a dispute as to the identity of an Eligible Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant and Mirvac's decision shall be final and binding.

### How to enter the Competition

11. To enter the Competition, Eligible Entrants must, during the Competition Period:
  - a. Make a transaction or multiple transactions, in centre, to the value of \$20.00 (AUD) in a day.
  - b. Complete the entry form available on Participating Centres website (limit one (1) entry, per day, per centre).
  - c. Fully complete the official entry form, including their full legal name, valid contact number, valid email address and subscribe to the Participating Centres' database. Entrant must remain subscribed to the database until at least the date of draw or any re-draw to be eligible.
12. If an entrant's contact details change during the Competition Period, the entrant must notify the Promoter in writing. A request to access or modify any information provided in an entry should be sent to the Promoter. The Promoter shall not be responsible for any failure to contact the winner or entrant in circumstances where the winner or entrant fails to advise the Promoter of their valid, current and/or updated contact details.
13. The time of entry is deemed to be the time the entry is received by Mirvac.

14. All entries become the property of Mirvac once they are received by Mirvac.
15. Eligible Entrants must disclose to Mirvac any issues that may generate negative publicity and impact on the success of this Competition and/or Mirvac at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.
16. Mirvac reserves the right to remove or disqualify an Eligible Entrant or their entry from the Competition if Mirvac, in its absolute discretion, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition may negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.
17. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of the Promoter and for their entry to be photographed, videoed and/or used for a story or feature on this Competition and to appear in print, digital, film or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature (including creative control) will remain at the discretion of the Promoter at all times. Any story or feature does not create a relationship of employer and employee, principal and agent, partnership or joint venture or similar between the Eligible Entrant and the Promoter.

#### Drawing of winners

18. The major draw will take place at Mirvac Real Estate Pty Ltd, Level 29, 200 George Street, Sydney, NSW, 2000, at 10:00am on 20<sup>th</sup> May 2024. A computer program will be used to draw one winner at random, with each entry having an equal chance of winning. Mirvac reserves the right to redraw in case of an invalid entry or invalid entrant. Mirvac's decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
19. The minor draws will take place at Mirvac Real Estate Pty Ltd, Level 29, 200 George Street, Sydney, NSW, 2000, at 10:00am on 22<sup>nd</sup> April, 29<sup>th</sup> April, 6<sup>th</sup> May, 13<sup>th</sup> May and 20<sup>th</sup> May. A computer program will be used to draw one winner at random, with each entry having an equal chance of winning. Mirvac reserves the right to redraw in case of an invalid entry or invalid entrant. Mirvac's decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
20. Mirvac will notify the major winner by phone and email and the winner's name will be published on all Participating Centres' websites (as set out in paragraph 6) on 20<sup>th</sup> May 2024 and remain published for 30 days following announcement of winner. Any winner will only be deemed a winner once verified by the Promoter. This verification includes proof of a transaction or multiple transactions, in centre, to the value of \$20.00 (AUD) in a day, during the competition period. The winner must personally collect the Prize.
21. If the winner does not claim the Prize by 11:59PM on 20<sup>th</sup> June 2024, Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, Mirvac will conduct a redraw at 10:00am on 21<sup>st</sup> June 2024 at the same time and place as the first draw. If a winner does not claim the Prize by 11:59PM on the day one month after the redraw is conducted, this process will repeat until a winner claims the prize.
22. Mirvac will notify the minor winners by phone and email and the winner's names will be published on all Participating Centres' websites (as set out in paragraph 6) on 20<sup>th</sup> May 2024 and remain

- published for 30 days following announcement of winner. Any winner will only be deemed a winner once verified by the Promoter. The winners must personally collect the Prize.
23. If the minor prize winners do not claim the Prize by 11:59PM on 20<sup>th</sup> June 2024, Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, Mirvac will conduct a redraw at 10:00am on 21<sup>st</sup> June 2024 at the same time and place as the first draw. If a winner does not claim the Prize by 11.59PM on the day one month after the redraw is conducted, this process will repeat until a winner claims the prize.
  24. Winners of the weekly minor prizes will still be eligible to win the major prize
  25. Minor prize winners will only be eligible to win one minor prize, they will be taken out of the running for any further weekly prizes
  26. The selection of entrants and winners for the weekly minor prizes is not determined by the week in which they enter the competition. Entrants may enter the competition in any of the weekly periods, and winners may be selected from any week throughout the duration of the competition

### Prize

27. The major winner of the Competition will receive the following elements (together being the Major **Prize**): *\*The prize value which reflects “A year worth of groceries” has been determined based on Mirvac Retail sales reports for annual grocery spend for 1 (one) person*

Element of Prize	Value (incl GST)
15 E-Gift cards to the value of \$999 each	\$14,985.00
1 E-Gift cards to the value of \$15	\$15.00
<b>TOTAL</b>	<b>15,000.00</b>

28. The minor winners of the Competition will receive the following elements (together being the Minor **Prizes**):

Winner	Element of Prize	Value (incl GST)
Week 1	1 E-Gift card to the value of \$900 1 E-Gift card to the value of \$100	\$1000.00
Week 2	1 E-Gift card to the value of \$900 1 E-Gift card to the value of \$100	\$1000.00
Week 3	1 E-Gift card to the value of \$900 1 E-Gift card to the value of \$100	\$1000.00
Week 4	1 E-Gift card to the value of \$900 1 E-Gift card to the value of \$100	\$1000.00
Week 5	1 E-Gift card to the value of \$900 1 E-Gift card to the value of \$100	\$1000.00

29. Eligible Entrants forfeit all rights to receiving the Prize or participate in the Competition if an Eligible Entrant does not comply with any of these terms and conditions.

### **Further Terms and Conditions of Competition**

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

30. Each person participates in the Competition at their own risk.
31. In consideration of the Promoter permitting the Eligible Entrant to enter and participate in the Competition, the Eligible Entrant:
- (a) releases the Promoter (and each of its Related Bodies Corporate, directors, officers, employees, volunteers, contractors, sponsors and/or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (to the extent permitted by law) however arising that the Eligible Entrant may have or may have had but for this condition arising from or in connection with each Eligible Entrant's participation in the Competition including any claim or liability which arises due to any act, omission or negligence of the Promoter (and each of its Related Bodies Corporate, directors, officers, employees, volunteers, contractors, sponsors and/or agents) or in respect of any injury, death, or loss or damage to person or property; and
  - (b) indemnifies the Promoter (and each of its Related Bodies Corporate, directors, officers, employees, volunteers, contractors, sponsors and/or agents) and all corporations or persons that may sponsor, promote or donate a product or service to the Competition in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with the Eligible Entrant's participation in the Competition.
32. The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter, and no correspondence will be entered into.
33. In the event of unforeseen circumstances such as pandemic, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right, subject to any applicable laws, regulations or directions from any regulatory body, to cancel, terminate, modify or suspend the Competition at any time.
34. Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
35. To the extent permitted by law, the Promoter is not liable to the Eligible Entrant for any loss or damage, any personal injury or death or negligence, whether direct, indirect, consequential, exemplary, incidental, special or punitive (including loss of opportunity and loss of profit) suffered, sustained or arising out of or in connection with the Eligible Entrant's participation in this Competition, the Prize (or any element thereof) and/or use of the Prize (or any element thereof) notwithstanding that the Promoter may have been advised of the possibility of such loss or damages.
36. Without limiting paragraph 31, the Promoter is neither responsible nor liable for:

- a. any entry or claim for the Prize that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by Mirvac) including because of any failure in telecommunications equipment or service;
  - b. any postage costs including but not limited to courier costs in sending the entry to Mirvac's address
  - c. any financial, legal or tax liability that may arise from participation in the Competition; or
  - d. any defect or technical problem associated with the Prize.
37. As between the Promoter and each individual Eligible Entrant, these terms and conditions are governed by the laws of the State or Territory in which the Eligible Entrant entered this Competition (being either QLD, NSW, VIC or ACT).

#### **Privacy Collection Statement – Mirvac**

38. By participating in the Competition, you agree to Mirvac using your personal information to promote its products and services.
39. 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 party 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.
40. 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.
41. The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://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](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.

#### **Authorisation and licensing**

42. Mirvac is facilitating the Competition under NSW TP/01095 ACT TP 24/00695.