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## SOUTH EVELEIGH – M'APP COMPETITION

### Terms and Conditions

#### Background to Competition

1. Mirvac Real Estate Pty Ltd ABN 65 003 342 452 of Level 30, 200 George Street, Sydney NSW 2000 (**Mirvac** or the **Promoter**) recently introduced the M'App Competition (**Competition**).
2. The Competition is open for a limited time. The Competition commences at 8.00 AM on Friday, 30 October 2020 and ends at 3.00 PM on Wednesday, 25 November 2020 (**Competition Period**). All references to time in these terms and conditions are a reference to local time in Sydney.
3. Subject to these terms and conditions, Mirvac invites Eligible Entrants to participate in the Competition by answering one questions about the Prize on the South Eveleigh M'App (**App**).
4. The following terms and conditions apply to the Competition. Entry into the Competition is deemed acceptance of these terms and conditions. A reference to Mirvac or the Promoter in these terms and conditions includes, where appropriate, Mirvac's employees, officers, volunteers, agents and contractors.

#### Competition Terms and Conditions

##### Eligibility to enter the Competition

5. Entry to the Competition is open to natural persons over the age of 18 acting on their own behalf whose place of employment is within the South Eveleigh Precinct (**Eligible Entrants**).
6. 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, employees and agents of Mirvac (and any of Mirvac's Related Bodies Corporate' as defined in the *Corporations Act 2001* (Cth)) and their immediate families;
  - c. any person who Mirvac has previously notified is not permitted to enter the Mirvac's competitions; or
  - d. an authorised person of Mirvac who draws the Prize.
7. 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.

##### How to enter the Competition

8. To enter the Competition, Eligible Entrants must, during the Competition Period:

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- a. Download and register a profile on the App by following the prompts on the App to input requested details including the entrant's full name, valid email address, mobile telephone number and building within the South Eveleigh Precinct that they work in;
    - b. Submit an answer (in 25 words or less) to the following question about the Prize on the App, in accordance with the instructions provided on the App: **What is the Prize?**
  9. Note that the Prize is contained in a wrapped box shown pictured on the App and physically located in the South Eveleigh Precinct during the Competition Period at the following locations:
    - a. Friday 30 October 2020 – Tuesday, 3 November 2020 – Lobby, National Innovation Centre, 4 Cornwallis St, Eveleigh NSW 2015;
    - b. Monday, 9 November 2020 – Tuesday, 10 November 2020 – Lobby, Biomedical Building, 1 Central Ave, Eveleigh NSW 2015;
    - c. Monday, 16 November 2020 – Thursday, 19 November 2020 - Village Square, South Eveleigh Precinct; and
    - d. Tuesday, 24 November 2020 – Wednesday, 25 November 2020 – Lobby, 8 Central Avenue, Eveleigh NSW 2015.
  10. Eligible Entrants may submit multiple entries.
  11. The time of entry is deemed to be the time the entry is received by Mirvac.
  12. All entries become the property of Mirvac once they are received by Mirvac.
  13. 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.
  14. 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 or the Eligible Entrant's continued involvement in the Competition will (in any way) negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.
  15. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of Mirvac 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 Mirvac 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 Mirvac.

*Drawing of winners*

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16. There will only be one winner of the prize for the Competition. The Competition will be judged by an authorised person of Mirvac. The judge will select, in its absolute discretion, the entry with the most accurate details about the Prize (submitted by an Eligible Entrant) as the winner on Thursday, 26 November 2020.
  17. In the event that the judge considers that more than one Eligible Entrant answers the question with equal accuracy (**Final Entries**), the Final Entries will be placed into a draw and the judge will draw the winner at random at the South Eveleigh Site Office at 2 Davy Road, Eveleigh 2015 on Thursday, 26 November 2020 (**Chance Draw**).
  18. The judge'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. Mirvac will notify the winner by email on the email address they registered on the App (**Winner's Email**) on Thursday, 26 November 2020. Mirvac will also announce the winner on the App on Thursday, 26 November 2020.
  20. To claim the Prize, the winner must show the Winner's Email, together with personal identification, to the South Eveleigh Site Office at 2 Davy Road, Eveleigh 2015. There are no costs of, or associated with, claiming the Prize by the winner.
  21. If the winner does not claim the Prize by Sunday 20 December 2020, Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, the judge will:
    - a. if no Chance Draw was held, select in its absolute discretion, the next entry with the most accurate details about the Prize (submitted by an Eligible Entrant) as the winner on Monday, 21 December 2020; or
    - b. if a Chance Draw was held, conduct a redraw of the Final Entries at random at the South Eveleigh Site Office at 2 Davy Road, Eveleigh 2015 on Monday, 21 December 2020.
  22. Once the Prize has been claimed, the winner of the Prize and any other Eligible Entrants are not eligible to win any other prizes, including any bonus prizes.
  23. If the winner selected under clause 21 does not claim the Prize within 1 month of the redraw, Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, Mirvac will publish on the App that there is no prize winner.

### Prize

24. The winner of the Competition will receive a gift voucher for a total value of \$6000 (the **Prize**).
25. The Prize may be subject to specific terms & conditions as required by the issuer or supplier of the Prize. Any ancillary costs associated with redeeming the Prize are not included.
26. The Prize is non-transferrable, non-refundable and, to the extent that it comprises of non-cash elements, cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Competition or receiving the Prize are the sole responsibility of the Eligible Entrant.

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27. If the Prize or any element of the Prize becomes unavailable for reasons beyond Mirvac's control, then Mirvac may substitute a prize or element of a prize of equal or greater value at Mirvac's sole discretion, subject to any written directions from any relevant authorities. The winner will not be entitled to any additional compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.
  28. 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:

29. Each person participates in the Competition at their own risk.
30. Mirvac'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.
31. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) Mirvac reserves the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Competition.
32. Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
33. To the extent permitted by law, Mirvac is not liable to the Eligible Entrant for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the Eligible Entrant's participation in this Competition even if Mirvac has been advised of the possibility of such loss or damages.
34. Without limiting paragraph 33, Mirvac 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 financial, legal or tax liability that may arise from participation in the Competition; or
  - c. any defect or technical problem associated with the Prize.
35. In the event of a dispute between an Eligible Entrant and Mirvac concerning the conduct of this Competition or the claiming of the Prize, the parties agree that:
  - a. in the first instance, the Eligible Entrant and an authorised person of Mirvac (other than the authorised person of Mirvac who draws the Prize) must meet and use reasonable endeavours to resolve the dispute; and
  - b. if the dispute is not able to be resolved in accordance with clause 35(a) within 5 business days of the parties meeting, the dispute will be referred to an independent expert mediator appointed jointly by the parties, who must make a determination within 30 days of appointment that will be final and binding on the parties.

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Any costs incurred by the parties by the mediator must be paid equally by the parties.

36. In addition to these terms and conditions, entry and continued participation in the Competition is dependent on entrants following and acting in accordance with the App's Terms and Conditions which can be viewed on the App and at <https://host-au.i2isolated.p.azurewebsites.net/app/public.php?action=public:policy&buildingid=22&type=terms>.
37. Eligible Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (**Content**). Mirvac shall not be liable in any way for such Content to the full extent permitted by law. Mirvac may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that:
- a. they will not submit any Content that is unlawful or fraudulent, or that Mirvac may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
  - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - d. the Content is the original literary work of the Eligible Entrant that does not infringe the rights of any third party;
  - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify Mirvac for any breach of the above terms.

38. These terms and conditions are governed by the laws of New South Wales.

#### **Privacy Collection Statement**

39. The Mirvac Group (Mircac 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 parties 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

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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: 'Mircac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.