

**BIRKENHEAD POINT DIGITAL VISITOR PASSPORT
TERMS AND CONDITIONS**

1. Information on how to participate form part of these Terms and Conditions. Participation in this Digital Visitor Passport (“Promotion”) is deemed acceptance of these Terms and Conditions. All times and dates throughout these Terms and Conditions will be based on NSW local time. The “Participating Centre” is Birkenhead Point Brand Outlet.
2. Subject to condition 3, this Promotion is only open to customers aged 13 years or over.
3. The following are ineligible: (i) customers residing within a 50km radius of the Participating Centre (ii) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in the Participating Centre or any of the Promoter’s agencies that are associated with the Promotion; and (iii) any person who the Promoter has previously notified is not permitted to enter or participate in the Promoter’s promotions.
4. This Promotion provides customers with the opportunity to access retail offers to be redeemed at selected retailers at the Participating Centre. Subject to any existing offer terms and conditions, the Promotion may be withdrawn at any time by the Promoter without further notice. Retail offers available in the Promotion will vary from time to time and are subject to availability and normal Participating Centre operating hours. Retail offers are not valid in conjunction with any other offers, unless specified otherwise.
5. To redeem a retail offer in this Promotion, customers must follow the following steps whilst the Promotion is available:
 - a) Scan a QR Code available at the Participating Centre in order to access the Promotion microsite;
 - b) Register an account on the microsite;
 - c) Follow the prompts to access the available retailer offers at the Participating Centre.
6. Each retailer offer is subject to individual terms and conditions, including any applicable expiry or redemption dates, and limits on redemption. Customers must see in-store for a full list of any applicable terms and conditions to a particular retailer’s offer.
7. Incomplete, indecipherable or illegible registrations will be deemed invalid.
8. Retail offers are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Retailer offers must be redeemed from the specified retailer at the Participating Centre.
9. The Promoter reserves the right, at any time, to verify the validity of redemptions (including contacting Participating Retailers) and registrations (including a customer’s identity, age and place of residence) and to disqualify any customer who submits a registration that is not in accordance with these Terms and Conditions or who tampers with the offer redemption process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any customer; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

11. The Promoter's decision is final and no correspondence will be entered into.

12. Any cost associated with accessing the promotional website is the customer responsibility and is dependent on the Internet service provider used.

13. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Mirvac Group of companies (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

14. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Mirvac Group of companies (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any registration or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in offer value; (e) any tax liability incurred by a customer; or (f) redemption of any offer.

15. The Promoter needs to collect personal information about each customer and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. In addition, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the customer and for such other purposes as set out in our Privacy Policy. Customers should direct any request to access, update or correct information to the Promoter. All personal details of customers will be stored in accordance with the Privacy

Policy. Upon the customer's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, please email info@birkenheadpoint.com.au or write to the Marketing Manager, Birkenhead Point Brand Outlet, 19 Roseby Street, Drummoyne, NSW, Australia.

Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://www.mirvac.com/privacy-policy>. All entries remain the property of the Promoter.

16. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as Birkenhead Point Brand Outlet, 19 Roseby Street, Drummoyne, NSW, Australia.

17. "Mirvac Group" means the Promoter, each of the Promoter's related bodies corporate, each person with whom the Promoter or any of its related bodies corporate is in joint venture or partnership, and each entity, trust, partnership or fiduciary arrangement (including each managed investment scheme) of any nature of which the Promoter or any of its related bodies corporate has been, is or becomes the trustee, manager or responsible entity.