

TERMS AND CONDITIONS FOR 'FLICKS FOOD + FUN' PROMOTION

1. Participation in this **Flicks Food + Fun** Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in **AEST** local time.
2. Subject to condition 3, this Promotion is only open to Queensland residents.
3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to participate in the Promoter's promotions.
4. This Promotion runs from 11.00am to 9.00pm every Sunday from 12 September 2021, or whilst stocks last. Despite any other provision in these Terms and Conditions, the Promoter may extend the Promotion Period at its discretion and without prior notice.
5. The Promotion will be conducted at participating retailers at Toombul (www.toombulcentre.com.au) "**Participating Retailers**" means UPSTAIRS restaurants and BCC Cinema Toombul. An "**Excluded Retailer**" means any retailer that is not on the below participating list.

Participating Retailers are:

Archie Brothers Cirque Electriq
BCC Cinema Toombul
Dapple+Waver
Hello Harry Toombul
Il Gancio
Jackpot Dining Toombul
Little Red Dumpling Toombul
Niku Ramen Toombul
Phat Elephant Toombul

How Eligible Customers can purchase and collect their Flicks Food + Fun Pass

6. To be eligible to participate in this Promotion, eligible individuals must, during the Promotion Period,
 - i. Order a Flicks Food + Fun meal from the '**Flicks Food + Fun Menu**' at a Participating Retailer
 - ii. Mention the Flicks Food + Fun deal at the time of order
 - iii. Once the meal has been paid for, the Participating Retailer will give the eligible individual their complimentary movie ticket and games pass. The movie ticket and games pass does not have to be used on the same day. Refer to Screen Saver ticket for expiry date.

Flicks & Food Pass inclusions

7. Kids passes cost \$15 per child and are available for children aged 12 years and under and include:
 - i. One kids general admission movie ticket to BCC Cinema Toombul
 - ii. One \$5 games pass to use at Archie Brothers Cirque Electriq
 - iii. One of the following kids meals from UPSTAIRS food retailers:
 - Dapple+Waver** – Cheeseburger, fries and a soft drink
 - Hello Harry** – Choice of junior beef burger or junior chicken burger with small fries and a pop top
 - Il Gancio** – Bambini pasta and a soft drink
 - Jackpot Dining** – Special fried rice and BBQ pork bun, plus a pearl milk tea
 - Little Red Dumpling** – Fried chicken bao and a lemon iced tea
 - Niku Ramen** – Kaarage chicken and a juice
 - Phat Elephant** – Chicken fried rice and a soft drink

8. Adults passes cost \$20 per person and are available for persons aged 13 years and older and include:
 - i. One adult general admission movie ticket to BCC Cinema Toombul
 - ii. One \$5 games pass to use at Archie Brothers Cirque Electriq
 - iii. One of the following adults meals from UPSTAIRS food retailers:
 - Dapple+Waver** - Beef burger, fries and a soft drink
 - Hello Harry** – Choice of beef burger or chicken burger with small fries and a soft drink
 - Il Gancio** - Your choice of woodfired pizza. Excludes Capricciosa and Seafood.
 - Jackpot Dining** - Chef's Tony wok fried chicken with steamed rice, plus a pearl milk tea
 - Little Red Dumpling** – Choice of entrée and boiled dumplings (10)
 - Niku Ramen** - Choice of Tonkotsu classic ramen or Tokyo ramen, plus gyoza. Or Crispy Chicken Roll Sushi with Edamame
 - Phat Elephant** – Chicken pad thai and a soft drink

9. BCC Cinema Toombul conditions of screen saver movie ticket
 - i. Voucher entitles the holder to one adult or student admission to a standard session at BCC Cinema Toombul
 - ii. Refer to Movie Voucher for expiry date. The voucher will not be extended, replaced or refunded and is invalid without an expiry date.
 - iii. Online booking fees apply.
 - iv. Seating is subject to availability.
 - v. Surcharges apply for Recline, 3D or V-Max. 3D glasses sold separately.
 - vi. Not valid for Gold Class, 4DX, Movie Marathons, special events, Chicks at the Flicks or alternate content screenings.
 - vii. Not transferable or exchangeable and will not be replaced if lost or stolen.

10. Games Pass conditions
 - i. For use on arcade games at Archie Brother Cirque Electriq Toombul
 - ii. Not transferable or exchangeable and will not be replaced if lost or stolen.

11. The Promoter reserves the right, at any time, to verify the validity of claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. The total number of complimentary movie tickets to be provided each month under this Promotion is 300 (valued at \$4,500).
14. 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 COVID-19, 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
15. The Promoter's decision is final, and no correspondence will be entered into.
16. 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 claim 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 the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
17. The Promoter may need to collect personal information about each claimant 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. If the claimant opts in at time of claiming, 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 claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored in accordance with the Privacy Policy. Upon the claimant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, select Unsubscribe from within each respective participating centre's email communication, or write to the National Marketing Manager, **Mirvac, 200 George Street, Sydney**

NSW 2000. 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 claims remain the property of the Promoter.

18. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000 trading as (**Toombul**) at (**1015 Sandgate Road Nundah QLD 4012**).
19. "**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.