

## KOALA GIVEAWAY 2023 Terms and Conditions

### Background to Competition

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **KOALA GIVEAWAY 2023 (Competition)** 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 Koala Sleep Pty Ltd (**KOALA**) ABN 18 605 237 090, and Mirvac Real Estate Pty Ltd (**Mirvac**) ABN 65 003 342 452. **Promoter** means each or all (as the context requires) of Koala and Mirvac.
4. The Competition is open for a limited time. The Competition commences at 12:01AM on 13<sup>th</sup> November (excluding ACT). The competition commences at 12:01AM on 20<sup>th</sup> November for ACT. The competition will end at 11:59PM on 17<sup>th</sup> December 2023 (**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, on behalf of the Promoters, be running a 'Scan to enter' competition where customers enter by scanning a QR code displayed at **Participating Centres** and subscribing to the **Participating Centre** database to gain an entry in the **KOALA GIVEAWAY 2023**. 1 (one) x winner will be selected at random to receive the Prize described in paragraph 23.
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/>)
7. The following terms and conditions apply to the Competition. Entry into the Competition is deemed acceptance of these terms and conditions.

## Competition Terms and Conditions

### Eligibility to enter the Competition

8. 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.
9. Mirvac reserves the right in its absolute and sole discretion to request the winner to provide proof of identity and/or proof of residency at the time of redeeming 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
10. 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).
11. 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

12. To enter the Competition, Eligible Entrants must, during the Competition Period:
  - a. Complete the entry form available at Participating Centres promoted in centre via QR code (limit one (1) entry, per day, per centre).
  - b. 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.

13. 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.
14. Eligible Entrants may submit multiple entries in line with condition 12.a.
15. The time of entry is deemed to be the time the entry is received by Mirvac.
16. All entries become the property of Mirvac once they are received by Mirvac.
17. 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.
18. 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.
19. 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

20. The draw will take place at Orion Springfield Central at 1 Main Street, Springfield Central QLD 4300 at 10:00am on 18<sup>th</sup> December 2023. 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.
21. Mirvac will notify the 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 18<sup>th</sup> December 2023 and remain published for 30 days following announcement of winner. Any winner will only be deemed a winner once verified by the Promoter. The winner must personally collect the Prize.

22. If the winner does not claim the Prize by 11:59PM on 18<sup>th</sup> January 2023, 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 19<sup>th</sup> January 2023 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.

### Prize

23. The winner of the Competition will receive the following elements (together being the **Prize**):

Element of Prize	Approx value (incl GST)	Responsibility for supply
One (1) Koala Beauty Sofa Bed	2,000.00	Koala
One (1) Koala Plus Mattress	1,700.00	Koala
One (1) Koala Kirribilli Side Table	295.00	Koala
One (1) Koala Switcharoo Throw	70.00	Koala
<b>TOTAL</b>	<b>4065.00</b>	

24. Unless otherwise expressly stated, Prize values are based on the recommended retail prices in Australian currency at the time of first publication of these terms and conditions (inclusive of GST). The Promoter does not accept responsibility for any change in the Prize value between now and the date the Prize is collected by the rightful winner.
25. Responsibility for supply of each element of the Prize lies solely with the entity listed above. Each other entity comprising the Promoter is not responsible for supply of the relevant element of the Prize.
26. The Prize (or any element of it) may not, without the prior written consent of the prize supplier and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If the Prize or any part thereof is sold or used in breach of this condition, the Promoter and/or the Prize Supplier may, in their absolute discretion, withdraw the Prize or any element of it. Where a Prize or element has been withdrawn in accordance with this paragraph, no refund, substitute or compensation will be offered.
27. The Prize may be subject to specific terms & conditions as required by the issuer or supplier of the Prize.
28. 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 winner.

29. If the Prize or any element of the Prize becomes unavailable for reasons beyond the Promoter's control, then the entity responsible for the relevant element of the Prize may substitute a prize or element of a prize of equal or greater value at that entity's sole discretion, subject to any written directions from any relevant authorities. The winner will not be entitled to any compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.
30. 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:

31. All costs in connection with the ownership and use of the Prize are the sole responsibility of the winner.
32. 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.
33. 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.
34. 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.

35. Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
36. 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.
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.

#### **Privacy Collection Statement – KOALA**

42. If you select the box agreeing to receive Koala marketing material, you agree to Koala using your personal information to promote its products and services.

43. The Koala Group (Koala Sleep Pty Ltd and its related bodies corporate) 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. Koala also uses your personal information for related purposes including to request your feedback on the products and services provided by Koala. If you do not provide all the personal information Koala requests from you, Koala may be unable to provide these products or services to you.
44. Koala may disclose personal information about you to third party agents and service providers to assist Koala 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 Koala in the operation of its business in countries including, but not limited to, the United States of America, Japan and the United Kingdom.
45. The Koala Group Privacy Policy (available on [www.koala.com](http://www.koala.com)) contains information about how you may request access to and correction of personal information Koala holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Koala Privacy Compliance Officer using the following details: Phone: 1800 575 337; Email: [legal@koala.com](mailto:legal@koala.com); and Address: 'Koala Privacy Compliance Officer', Unit 12, 37-41 O'Riordan Street, Alexandria, NSW, 2015.

#### **Authorisation and licensing**

46. The Promoters have appointed Mirvac to facilitate the Competition on behalf of the Promoters under TP/01095 Permit and **ACT TP [insert #] Permit.**