

TERMS AND CONDITIONS FOR A WONDER FULL CHRISTMAS GIFT WITH PURCHASE PROMOTION 2024

1. Information on how to enter and gifts form part of these Terms and Conditions. Participation in the **A Wonder Full Christmas Gift with Purchase Promotion (“Promotion”)** is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in **AEST Local Time**.

ELIGIBILITY

1. Subject to condition 3, this Promotion is only open to Australian residents **aged 18 years or over**.
2. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in any Participating Centre 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 enter the Promoter’s promotions.

PROMOTION PERIOD

3. This Promotion commences at **12:01AM on Tuesday 26 November 2024 and ends at 11:59PM on Tuesday 24 December 2024 (“Promotion Period”)**.

HOW TO REDEEM

4. The Promotion will be conducted at Rhodes Waterside (**“Participating Centre”**).

“Participating Retailers” means **all stores including majors** excluding any Excluded Retailer. An **“Ineligible Transaction”** means any transaction recorded on a valid receipt, as specified in **condition 7 below**.

Information on how to claim the gift form part of these conditions.

5. To redeem, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Spend \$50 or more at the Participating Centre on one day during the Promotion Period at any Participating Retailers, excluding any ineligible transaction (“Qualifying Spend”). For clarity, the Qualifying Spend may be made in multiple transactions at the Participating Centre during the Promotion Period and receipts can be combined

provided they are from the same participating centre on the same date.

(b) Fully complete the official entry form available at the Participating Centre via the QR Code, including their full name, contact telephone number, valid email address and their suburb of residence as well as transaction details for the qualifying spend. It is a condition of entering the Promotion that entrants agree for their personal information to be used in accordance with the purposes set out in these Terms and Conditions.

The first 716 customers who spend \$50 or more at participating stores can redeem a Christmas Gift on Tuesday, Thursday or Saturday between 11am – 2pm from the Fresh Food Precinct on Level 2, each week during the promotional period. Gifts may vary each week, and gifts are subject to availability. Limit one gift per person per week.

6. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers; (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

LIMITS ON REDEMPTIONS

7. Multiple redemptions are permitted, subject to the following: (i) limit of one (1) redemption per Qualifying Spend; (ii) limit of one (1) entry per eligible person per week; and (iii) each redemption must be submitted separately and in accordance with the entry requirements.

GIFT WITH PURCHASE

8. The gift is as follows:
 - a. In week 1, one (1) x Santa Plate
 - b. In week 2, one (1) x Santa Cup
 - c. In week 3, one (1) x Cookie Cutter
9. The following values have been assigned to the Gift with Purchase items, inclusive of GST:
 - a. One (1) x Santa Plate: valued at \$14.99
 - b. One (1) x Santa Cup: valued at \$11.99
 - c. One (1) x Cookie Cutter: valued at \$4.49

These valuations are for campaign purposes only and reflect the retail price of the items as part of the promotional offer.

10. The total number of gifts to be given between 26 November – 24 December 2024 is 716 while stocks last.
11. All gifts are to be inspected at the time of collection. The promoter will not be responsible for any damage and the items will not be replaced.
12. The promoter and its representatives accept no responsibility for any variation in the value of the gift.
13. The promoter accepts no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of the gift or the conduct of the promotion.

GENERAL

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
16. Gifts are subject to the standard terms and conditions of individual prize and service providers.
17. If for any reason a customer does not take the gift at the time stipulated, then the gift will be forfeited and will not be redeemable for cash.
18. If any gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.
19. Gifts are not transferable or exchangeable and cannot be taken as cash, **unless otherwise specified.**
20. All participating individuals will be required to provide identification to collect the gift as there is a limit of one gift per person per week.
21. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to

recover damages or other compensation from such an offender are reserved.

22. 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 entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
23. 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.
24. 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 entry 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.
25. The Promoter needs to collect personal information about each entrant in order to conduct the Promotion and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and as required to the regulatory authorities. Participation in the Promotion is conditional on providing this information. If the entrant opts in at time of entry, 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 entrant and for such other purposes as set out in our Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, the information provided will be removed

from the Promoter's active marketing database. To request details to be removed, please go to <http://mirvac-retail.myopensign.com/unsubscribe> or write to the Marketing Manager, at the Participating Centre. 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.

The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as the following;

- a) East Village (NSW) <https://www.eastvillage.com.au/>
- b) South Village (NSW) <https://www.southvillage.com.au/>
- c) Rhodes Waterside (NSW) <https://www.rhodeswaterside.com.au/>
- d) Birkenhead Point (NSW) <https://www.birkenheadpoint.com.au/>
- e) Broadway Sydney (NSW) <https://www.broadwaysydney.com.au/>
- f) Greenwood Plaza (NSW) <https://www.greenwoodplaza.com.au/>
- g) Orion Springfield Central (QLD) <https://www.orionspringfieldcentral.com.au/>
- h) Kawana Shopping World (QLD) <https://www.kawanashoppingworld.com.au/>
- i) Moonee Ponds Central (VIC) <https://www.mooneepondscentral.com.au/>
- j) Collins Place (VIC) <https://www.collinsplace.com.au/>

26. "**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.

AUTH under NSW Permit TP/01095.