

## **TERMS AND CONDITIONS FOR 275 KENT STREET HAPPINESS IS...**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in the HAPPINESS IS... Promotion ("Promotion") is deemed acceptance of these Terms and Conditions.

### **ELIGIBILITY**

2. Subject to condition 4, this Promotion is only open to Australian residents aged 18 years or over.
3. The following are ineligible: (i) 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; (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.

### **PROMOTION PERIOD**

4. This Promotion commences at 12:00pm on 14 October 2024 and ends at 3:00pm on 23 October 2024 and the spinning wheel is only open on Mondays and Wednesdays from 12:00pm – 3:00pm ("Promotion Period").

### **HOW TO CLAIM**

5. The Promotion will be conducted at 275 Kent Street ("Participating Centre").
6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Simply spend \$10 at one of the 275 Kent St retailers
  - (b) Bring your receipt to the Happy Hub during its opening hours
  - (c) Scan the QR code and complete the online form requesting details including First Name, Last Name, Email Address, Post Code and Phone Number
  - (d) Spin the spinning wheel to win a free gift

### **GIFTS / PRIZES**

7. The total number of gifts to be provided under this Promotion is 780.

### **GENERAL**

8. Each individual is only permitted to make one (1) spin per eligible spend (during promotion period) under this Promotion. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter. Gift recipients will be advised immediately at the time of claim submission.
9. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.

10. 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.

11. If the recipient of a gift is under the age of 18 years, the gift will be awarded to the claimant's nominated parent or guardian on the claimant's behalf.

12. The provision of the gift is subject to the standard terms and conditions of individual gift and service providers.

13. If a gift is unavailable due to reasons beyond the control of the Promoter, in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total value of gifts to be provided under this Promotion is up to \$5,092.

15. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

16. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

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

18. 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 NonExcludable 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.

19. 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 a gift.

20. The Promoter may need to collect personal information about each claimant 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 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. You can choose to unsubscribe from the promoter's emails at any time. 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.

21. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 6 5 0 0 3 3 4 2 452 ) of Level 28, 200 George Street, Sydney NSW 2000 trading as 275 Kent Street at 275 Kent Street, Sydney, 2000.

22. "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.