

‘Black Friday 2024 Mini Cinnabon and \$500 Birkenhead Point Gift Card Giveaway’ Terms and Conditions

Background to Competition

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this ‘**Black Friday 2024 Mini Cinnabon and \$500 Birkenhead Point Gift Card Giveaway**’ 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 Birkenhead Point Outlet Centre. **Promoter** means Birkenhead Point Outlet Centre.
4. The Competition is open for a limited time. The Competition commences at 1:00PM on Thursday 28 November 2024 and ends at 4:00PM on Monday 2 December 2024 (**Competition Period**) or until all 350 units are exhausted each day, whichever comes first. 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, the **Competition** will be conducted at: Birkenhead Point Outlet Centre, (**Participating Centre**). The **Participating Centre** will provide a complimentary mini Cinnabon when the recipient signs up to the database.
6. The following terms and conditions apply to the Competition.

Competition Terms and Conditions

Eligibility to enter the Competition

7. Subject to paragraph 9, 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**).
8. Birkenhead Point Outlet (**Mirvac**) reserves the right in its absolute and sole discretion to request the winner to provide proof of identity and proof of residency at the time of claiming the Prize.
9. 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).

How to enter the Competition

10. To enter the Competition, Eligible Entrants must, during the Competition Period, undertake the following steps:
 - a. Visit the Birkenhead Point redemption stand on level 1 next to Boost, during the Promotion Period
 - b. Scan the QR code provided at the set, and fill out all details, including signing up to the Birkenhead Point database
 - c. Show the staff your completed entry and receive a complimentary original mini Cinnabon and go into the draw to win a \$500 Birkenhead Point Gift Card
11. The same email subscription cannot be used for multiple entries, Eligible Entrants may submit only one entry in line with condition 10.
12. Eligible Entrants must disclose to Birkenhead Point Outlet (Mirvac) any issues that may generate negative publicity and impact on the success of this Competition at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.
13. 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.
14. 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.
15. 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.

Limits on entry

16. Multiple entries during the qualifying period are not permitted. Limit of (1) claim per person permitted per day, as per the Qualifying Spend under clause 10. Each claim must be completed separately and in accordance with the claim instructions above. The proof of purchase required is an original receipt for the qualifying spend showing the same date as the day of entry

Drawing of the winner(s)

17. The draw will take place at Birkenhead Point at 411/19 Roseby St Drummoyne NSW 2047 at 11:00am on 3rd December 2024. A computer program will be used to draw winner for the \$500 Birkenhead Point Gift Card. 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.

Prize(s)

18. The prize pool includes (**prize**):

Element of Prize	Qty	Approx total (incl GST)
Original Mini Cinnabon	1,750	\$7,000
\$500 Birkenhead Point Gift Card	1	\$500
TOTAL	1,751	\$7,500

Total Prize Pool: \$7,500

19. 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.
20. Responsibility for supply of each element of the Prize lies solely with **the Promoter**. Each other entity comprising the Promoter is not responsible for supply of the relevant element of the Prize.
21. 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.
22. The Prize(s) may be subject to specific terms & conditions as required by the issuer or supplier of the Prize(s).
23. The Prize(s) are 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.
24. 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.
25. Eligible Entrants forfeit all rights to receiving the Prize(s) 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:

26. 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.
27. 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.
28. Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
29. 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.
30. 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

31. By participating in the Competition, you agree to Mirvac using your personal information to promote its products and services.
32. 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.
33. 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.
34. The Mirvac Group Privacy Policy (available on 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; and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.

Authorisation and licensing

35. Mirvac is facilitating the Competition under NSW TP/01095 Permit