

## TERMS AND CONDITIONS FOR KAWANA SHOPPINGWORLD WINTER REFRESH GIVEAWAY 2024 PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **Kawana Shoppingworld Winter Refresh Giveaway 2024** 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

2. Subject to condition 3, 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 enter the Promoter’s promotions.

### PROMOTION PERIOD

4. This Promotion commences at **12:01AM** on **3<sup>rd</sup> June 2024** and ends at the Participating Centre at **11:59PM** on **5<sup>th</sup> July 2024** (“**Promotion Period**”).

### HOW TO ENTER

5. The Promotion will be conducted at the following Mirvac Shopping Centre (“**Participating Centre**”).
  - a) Kawana Shoppingworld (QLD) <https://www.kawanashoppingworld.com.au/>

**“Participating Retailers”** means **all stores including majors**. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified in **condition 8** below.

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

(a) Spend **\$30** or more **in any single store in a single transaction** during the Promotion Period at any of the Participating Retailers at **Kawana Shoppingworld**, excluding any Ineligible Transaction (“**Qualifying Spend**”). For clarity, the Qualifying Spend must be made in a single transaction at **Kawana Shoppingworld** during the Promotion Period and receipts cannot be combined;

(b) Fully complete the official entry form available at **Kawana Shoppingworld** in centre via QR Code, (limit one (1) entry, per qualifying transaction) including their full legal name, valid contact

number, valid email address and subscribe to the **Kawana Shoppingworld** database. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the **Kawana Shoppingworld** database and to be used in accordance with the purposes set out in these Terms and Conditions. Entrant must remain subscribed to the database until at least the date of draw or any re-draw to be eligible.

7. 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 ENTRY**

8. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Spend; (ii) each entry must be submitted separately and in accordance with the entry requirements. **For clarity, limit is one limit per transaction no matter the value of the transaction.**

## **DRAW DETAILS**

9. The draw will take place at **Kawana Shoppingworld at 119 Point Cartwright Dr, Buddina QLD 4575** at **10:00am on 8<sup>th</sup> July 2024**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

## **WINNER NOTIFICATION**

10. The provisional winner will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. Any VIC winner of a prize valued at over \$1,000, or any NSW winner of a prize valued at over \$500 will have their name and postcode published on the Participating Centre's website from **8<sup>th</sup> July 2024** for a period of 28 days.

## **PRIZES**

11. Total prize pool value is **\$5,000** in Participating Centre's (Kawana Shoppingworld) MicroGifts Card.

12. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

## **UNCLAIMED PRIZE DRAW**

13. A draw for any prize, if unclaimed, may take place on **3<sup>rd</sup> October 2024** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Any ACT winner, VIC winner of a prize valued at over \$1,000, or any NSW winner of a prize valued at over \$500 will have their name and postcode published on the **Kawana Shoppingworld website** from **3<sup>rd</sup> October 2024** for a period of 28 days.

## **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. Prize is subject to the standard terms and conditions of individual prize and service providers.
17. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, **unless otherwise specified**.
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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. The Promoter's decision is final and no correspondence will be entered into.
24. 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.
25. 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.
26. 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. 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, 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.

27. The **“Promoter”** is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as:
  - a) Kawana Shoppingworld (QLD) <https://www.kawanashoppingworld.com.au/>
  - b) **“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.