

## TERMS AND CONDITIONS FOR HAPPINESS IS.... PROMOTION 2024

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **Happiness Is... 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 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

4. This Promotion commences at **12:01AM on Monday 2 September 2024 and ends at 11:59PM on Sunday 29 September 2024 (“Promotion Period”)**.

### HOW TO ENTER

5. The Promotion will be conducted at the following Mirvac Shopping Centres (**“Participating Centre”**).
  - 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/>

**“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.

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Spend the qualifying spend outlined in **clause 6 (a)** or more in **any single 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

a multiple transactions within a single Participating Centre during the Promotion Period and receipts can be combined provided they are from the same participating centre on the same date.

Qualifying Spend for each centre is outlined below;

East Village (NSW) - \$50  
South Village (NSW) - \$40  
Rhodes Waterside (NSW) - \$50  
Birkenhead Point (NSW) – \$50  
Broadway Sydney (NSW) - \$100  
Greenwood Plaza (NSW) - \$30  
Orion Springfield Central (QLD) - \$40  
Kawana Shopping World (QLD) - \$60  
Moonee Ponds Central (VIC) -\$50  
Collins Place (VIC) - \$50 on apparel or \$15 on food catering.

- (b) Fully complete the official entry form available at 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 added to the Participating Centre's database and to be used in accordance with the purposes set out in these Terms and Conditions.
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) limit of one (1) entry per eligible person per day; and (iii) each entry must be submitted separately and in accordance with the entry requirements.

## **DRAW DETAILS**

9. The draw will take place at **Orion Springfield Central at 1 Main Street, Springfield Central QLD 4300** at **11:00AM** on **Friday 4 October 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 **11 October 2024** for a period of 28 days.

## **PRIZES**

11. Major prize is a \$5,000 voucher for SMEG appliances.
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.
13. In addition to the major prize draw entrants may claim an instant gift

**Birkenhead Point** – The first 250 customers who spend \$250 or more at participating stores can redeem a Happy Box gift between 10am and 4pm from the Guest Services Lounge each Tuesday – Thursday, each week during the promotional period. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 1000 valued at \$25,588. Limit one gift per person per day.

**Broadway Sydney** – The first 200 customers to submit a valid entry at the promotional counter each Saturday between 11am and 3pm during the promotional period will receive a Happy Box gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 800 valued at \$19,850. Limit one gift per person per day.

**Rhodes Waterside** – The first 225 customers to submit a valid entry at the promotional counter each Tuesday and Thursday between 11am and 2pm during the promotional period will receive a Happy gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 1800 valued at \$10,260. Limit one gift per person per day.

**East Village** – The first 262 customers to submit a valid entry at the promotional counter each Thursday between 11am and 2pm during the promotional period will receive a Happy gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 1050 valued at \$5162.50. Limit one gift per person per day.

**South Village** - The first 225 customers to submit a valid entry at the promotional counter each Saturday between 11am and 2pm during the

promotional period will receive a Happy gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 800 valued at \$4110. Limit one gift per person per day.

**Greenwood Plaza** - The first 106 customers to submit a valid entry at the promotional counter each Thursday from 12-26 September between 12pm and 3pm will receive a Happy box with 3 gifts. Gifts may vary for each week and gifts are subject to availability. Total number of gifts is 960 valued at \$4720. Limit one box per person per day.

**Orion Springfield Central** - The first 167 customers to submit a valid entry at the promotional counter each Monday, Tuesday and Wednesday between 11am and 2pm from 9 September to 2 October 2024 will receive a Happy gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 2000 valued at \$8275. Limit one gift per person per day.

**Kawana Shoppingworld** - The first 800 customers to submit a valid entry at the promotional counter each Saturday and Sunday between 11am and 2pm during the promotional period will receive a Happy gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 4000 valued at \$19,360. Limit one gift per person per day.

**Collins Place** - The first 166 customers to submit a valid entry at the promotional counter with a food spend each Thursday from 12-26 September 2024 between 11am and 2pm will receive a Happy Candle. The first 166 customers to submit a valid entry at the promotional counter with a fashion spend each Thursday from 12-26 September between 11am and 2pm will receive a Happy Tote. Total number of gifts is 1000 valued at \$4800. Limit one gift per person per day.

**Moonee Ponds Central** - The first 200 customers to submit a valid entry at the promotional counter each Saturday from 7 - 21 September 2024 between 10am and 1pm will receive a Happy gift. Gifts will vary for each week and gifts are subject to availability. Total number of gifts is 600 valued at \$2460. Limit one gift per person per day.

## **UNCLAIMED PRIZE DRAW**

14. A draw for any prize, if unclaimed, may take place on **7 January 2025** 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 online at Participating Centre's website from **9 January 2024** for a period of 28 days.

## GENERAL

15. Incomplete, indecipherable or illegible entries will be deemed invalid.
16. 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.
17. Prize is subject to the standard terms and conditions of individual prize and service providers.
18. 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.
19. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, **unless otherwise specified**.
21. 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.
22. 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.
23. 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.

24. The Promoter's decision is final, and no correspondence will be entered into.
25. 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.
26. 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.
27. 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, 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/>

28. “**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.**