TERMS AND CONDITIONS FOR 'SHARE THE LOVE FOR MARDI GRAS' INSTAGRAM PROMOTION

- Participation in this 'Share the love for Mardi Gras' Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local time.
- 2. Subject to condition 3, this Promotion is only open to NSW, ACT, Victorian, Queensland residents.
- 3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group 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.
- 4. This Promotion commences at 9am on Wednesday 17th February, 2021 and ends at 11:59pm on Sunday 7th March, 2021 AEST. The prize draw will be held at 12pm on Monday 8th March, 2021.
- 5. The Promotion will be conducted for the following shopping centres:
 - a. NSW:

Broadway (http://www.broadwaysydney.com.au, instagram.com/broadwaysydney); East Village (www.eastvillage.com.au, instagram.com/eastvillagevp);

QLD:

Toombul (<u>www.toombulcentre.com.au</u>, instagram.com/toombulshoppingcentre)

b. NSW:

Birkenhead Point (www.birkenheadpoint.com.au, instagram.com/birkenheadpoint); Broadway (http://www.broadwaysydney.com.au, instagram.com/broadwaysydney); Cherrybrook Village (www.cherrybrookvillage.com.au, Instagram.com/cherrybrookvillage): East Village (www.eastvillage.com.au, instagram.com/eastvillagevp); Greenwood Plaza (www.greenwoodplaza.com.au, instagram.com/greenwoodplazanorthsydney) Harbourside (www.harbourside.com.au, Instagram.com/harboursideshoppingcentre); Met Centre (www.metcentre.com.au, Instagram.com/metcentresydney); Rhodes Waterside (www.rhodeswaterside.com.au, instagram.com/rhodeswaterside);

South Village (www.southvillage.com.au, Instagram.com/southvillageshoppingcentre); Stanhope Village (www.stanhopevillage.com.au, instagram.com/stanhopevillageshoppingcentre); Tramsheds (www.tramshedssydney.com.au, Instagram.com/tramsheds);

VIC:

Moonee Ponds Centre (<u>www.mooneepondscentral.com.au</u>, instagram.com/mooneepondscentral);

QLD:

Kawana Shoppingworld (www.kawanashoppingworld.com.au, instagram.com/kawanashoppingworld);
Orion Springfield Central (www.orionspringfieldcentral.com.au, instagram.com/orionspringfieldcentral);
Toombul (www.toombulcentre.com.au, instagram.com/toombulcentre);

ACT:

Cooleman Court (<u>www.coolemancourt.com.au</u>, Instagram.com/coolemancourt)

THE WELCOME HERE PROJECT DONATIONS

- 6. To be eligible to participate in this Promotion and have a donation made to The Welcome Here Project on your behalf, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Share a picture of a moment of love on their Instagram story OR Share a picture taken within a dedicated Share the Love photo moment onsite at the shopping centres listed in Clause 5(a) on their Instagram story; AND
 - (b) Tag @sharetheloveformardigras
- 7. Mirvac will then, in turn, donate \$1 (one) dollar for each eligible post to The Welcome Here Project, up to the maximum amount of \$5,000 for the campaign period. Mirvac will only donate \$1 (one) dollar for each individual, new post on Instagram story and NOT for reposts, regrams, reshares, comments, or likes, and only for those posts that are public (and therefore trackable). Instagram posts with multiple mentions (@sharetheloveformardigras) in the same story post will only be counted as one entry. Multiple entries per person are eligible, up to a maximum of one post per person, per day. Mirvac will donate once per person, per day, during the promotional period.
- 8. The total number of individual donations during this promotion will be capped at 5,000 (or \$5,000 in value).
- 9. The Promoter reserves the right, at any time, to verify the validity of posts and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance

- with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 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. Donations, or any unused portion of the total donation pool, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

THE SHARE THE LOVE FOR MARDI GRAS INSTAGRAM COMPETITION

- 12. For each participant who completes the actions as outlined in clause 6, they will be entered into the draw to win a 'Mardi Gras Pride Pack' valued at \$1,500. The 'Mardi Gras Pride Pack' includes one (1) Bonds shopping voucher (gift card) valued at \$500 to be spent on the new Bonds Pride Range or any of your Bonds favourites and one (1) \$1,000 shopping voucher (gift card) from one (1) of the Mirvac shopping centres mentioned in clause 5(b). Total prize pool for the competition is \$1,500.
- 13. To be considered a valid entry, participants must have completed the steps in clause 6 AND have their social media account on public, thus allowing the promoter to view their entry.
- 14. The draw will take place at Mirvac Head Office at 200 George Street, Sydney NSW 2000 at 12pm on Monday 8th March, 2021. The winner will be selected at random and the judge's decision is final and no correspondence will be entered into. The winner will be contacted directly through their Instagram account by no later than 5.00pm AEST on Monday 8th March, 2021. Winners must abide by the terms and conditions as stipulated on the gift card in which they have selected.
- 15. 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.
- 16. The Promoter's decision is final and no correspondence will be entered into.
- 17. 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 the gift.
- 18. The Promoter may need to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and 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. Upon the claimant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, select Unsubscribe from within each respective participating centre's email communication, or write to the National Marketing Manager, Mirvac, 200 George Street, **Sydney NSW 2000.** Information will be removed 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 claims remain the property of the Promoter.
- 19. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000.
- 20. "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.