

TERMS AND CONDITIONS FOR 'MIRVAC COMMUNITY FOOD' PROMOTION

1. Participation in this **Mirvac Community Food** 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 12:01am on Wednesday 3rd June 2020 and ends at 11:59pm on Thursday 25th June 2020 AEST.
5. The Promotion will be conducted for the following shopping centres:
NSW: Birkenhead Point (www.birkenheadpoint.com.au);
Broadway (www.broadwaysydney.com.au);
Cherrybrook Village (www.cherrybrookvillage.com.au);
East Village (www.eastvillage.com.au);
Greenwood Plaza (www.greenwoodplaza.com.au);
Harbourside (www.harbourside.com.au);
MetCentre (www.metcentre.com.au);
Rhodes Waterside (www.rhodeswaterside.com.au);
South Village (www.southvillage.com.au);
Stanhope Village (www.stanhopevillage.com.au);
Tramsheds (www.tramshedssydney.com.au);

VIC: Moonee Ponds Centre (www.mooneepondscentral.com.au);

QLD: Kawana Shoppingworld (www.kawanashoppingworld.com.au);
Orion Springfield Central (www.orionspringfieldcentral.com.au);
Toombul (www.toombulcentre.com.au); and

ACT: Cooleman Court (www.coolemancourt.com.au).

OZHARVEST DONATION

6. To be eligible to participate in this Promotion and have a donation made to OzHarvest on your behalf, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Upload their original recipe including ingredients and method via the promotion link. It is conditional that the recipe uploaded is an original, created by the participant entering, with no copyrights to other parties,

- (b) Register as a database member for at least one (1) of the participating centres (outlined in clause 5). The Participant can be an existing database member or register during the Promotion Period.
7. Permission for the Promoter to use the Participant's recipe at their discretion is a condition of entry. The recipe may be used for other purposes by the Promoter or not used as part of the Community Food Promotion.
 8. The Promoter will then, in turn, donate \$1 (one) dollar for each eligible recipe to OzHarvest, up to the maximum amount of \$500.00 for the Promotion Period. The Promoter will only donate \$1 (one) dollar for each individual, new recipe uploaded via the promotion link NOT for Facebook or Instagram comments, or likes. Multiple entries per person are eligible.
 9. The total number of individual donations during this promotion will be capped at 500 (or \$500 in value).
 10. 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.
 11. 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.
 12. Donations, or any unused portion of the total donation pool, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

COMMUNITY FOOD COMPETITION

13. Each Participant who:
 - a) completes the actions as outlined in clause 6, will be entered into the draw to win one (1) Mirvac EFTPOS \$250 gift card. Total prize pool for the competition is \$250.00.
14. The Promoter will then, in turn, randomly select one winner from all participating centres eligible entries.
15. 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.
16. 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.

17. The prize, or any unused portion of the total prize pool, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
19. The Promoter's decision is final, and no correspondence will be entered into.
20. The winner will be connected via their mobile phone by 5.00pm Monday 29th June 2020. The winner will be announced via participating centre's websites (outlined in clause 5) by Tuesday 30th June 2020, unless the winner cannot be contacted, and eligibility confirmed by this date. In this case, the Promoter will endeavour to announce the winner publicly by Tuesday 7th July 2020.
21. 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.
22. 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 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 claims remain the property of the Promoter.

23. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000.

24. "**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.