MIRVAC RETAIL MINIS MEMBER MERCHANDISE COLLECTION

BACKGROUND TO PROMOTION

- Information on how to enter and prizes form part of these Terms and Conditions.
 Participation in the MIRVAC RETAIL MINIS MEMBER MERCHANDISE COLLECTION
 (Promotion) 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 **Promotion**, these terms and conditions shall prevail.
- 3. The **Promotion** is being offered by Mirvac Real Estate Pty Ltd. (**Mirvac**) ABN 65 003 342 452. **Promoter** means Mirvac.
- 4. The **Promotion** commences at 12:01AM on 01 JULY 2025 and ends 11:59PM on 30 JUNE 2026 (**Promotion Period**). The **Promoter** reserves the right to suspend, modify, or terminate this promotion at any time at its sole discretion (including to extend or shorten the promotion period). Any changes to these terms and conditions or termination of the promotion will be communicated through Participating Centres' website and/or email.

All references to time in these Terms and Conditions are a reference to AEST. All monetary amounts are expressed in Australia dollars (AUD), unless otherwise stated. Any entries received outside the **Promotion Period** will not be accepted.

Merchandise means Minis branded member card and lanyard provided by Participating Centre in exchange for charitable donation.

- 5. The Promotion will be conducted at (Participating Centres):
 - a) Broadway Sydney (NSW) (www.broadwaysydney.com.au)
 - b) East Village (NSW) (www.eastvillage.com.au)
 - c) Kawana Shoppingworld (QLD) (www.kawanashoppingworld.com.au)
 - d) Moonee Ponds Central (VIC) (www.mooneepondscentral.com.au)
 - e) Orion Springfield Central (QLD) (www.orionspringfieldcentral.com.au)
 - f) Rhodes Waterside (NSW) (www.rhodeswaterside.com.au)
 - g) South Village (NSW) (www.southvillage.com.au)

PROMOTION TERMS AND CONDITIONS

Eligibility to enter the Promotion

- 6. Merchandise collection is available to:
 - a. Active Minis Members at a Participating Centre
 - b. New Minis Members who have recently registered for the Mirvac Retail Minis Family program
 - c. Eligible members who have received an invitation via electronic direct mail (eDM) from the **Participating Centre**
- 7. Subject to paragraph 9 this Promotion is open to Minis only (children aged 12 years and under registered as part of the Mirvac Retail Minis Family program), provided they have the supervision and permission of an Australian resident parent/carer aged 18 years or over. Only the Mini may redeem any **Merchandise** awarded, subject to such parental/carer supervision and consent (Eligible Members).
- 8. The **Promoter** reserves the right to request proof of Minis Membership and ID when collecting merchandise. The Mini (child) must be physically present with their parent/carer when collecting merchandise. Parents cannot collect merchandise without the child being present. If there is any dispute about identity, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Member. Incomplete or unclear collection requests will be deemed invalid. We may ask for proof of membership and ID when collecting merchandise.
- 9. The Promotion 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
 - any other person, company, supplier or agency associated with the Promotion 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 COLLECT

- 10. To collect **Merchandise** in this **Promotion**, eligible individuals must be a current or new Minis Member at a **Participating Centre**, and during the Promotion Period, undertake the following steps:
 - a. Receive invitation via eDM from the Participating Centre
 - b. Visit the Participating Centre during specified collection hours
 - c. Present proof of Minis Membership (if requested)
 - d. Provide electronic charitable donation to the Indigenous Literacy Foundation
 - e. Collect merchandise at designated collection point

11. Collection Limits:

- a. Maximum of three (3) merchandise sets per family
- b. Each merchandise set requires a separate electronic charitable donation
- c. Merchandise sets consist of one (1) Minis branded member card and one (1) Minis branded lanyard

MERCHANDISE DETAILS

- 12. **Charitable Donation Requirement**: Collection of merchandise requires a charitable donation to the Indigenous Literacy Foundation via electronic payment at the collection point. Cash will not be accepted. Customers can donate \$2, \$3, \$5 or a custom amount. One donation is required per members card, however multiple donations may be combined into a single transaction. All donations collected will be transferred in full to the Indigenous Literacy Foundation. The donation is to be made directly to the Indigenous Literacy Foundation. The Promoter does not manage the donation and receives no financial benefit from these donations.
- 13. Merchandise consists of a Minis branded member card and lanyard.
 - Merchandise availability is subject to stock levels at each **Participating Centre**. If merchandise is unavailable due to reasons beyond the control of the Promoter, the Promoter will supply the merchandise at a later date, once restocked.
- 14. Merchandise is not transferable or exchangeable and cannot be taken as cash. Merchandise collection is subject to availability and the terms outlined in this document.
- 15. Mirvac reserves the right to remove or disqualify an Eligible Member from merchandise collection if Mirvac, in its absolute discretion, deems that the collection request is inappropriate or considers the Eligible Entrant's continued involvement in the Promotion may negatively impact on the success of the Promotion and/or negatively influence the general purpose of the Promotion. No correspondence will be entered into.
- 16. The Promoter reserves the right to verify entries and participants (including identity, age and residence) and may disqualify anyone who has breached these Terms and Conditions,

- interfered with the promotion, or engaged in improper conduct. The Promoter's decision is final and they reserve all legal rights to recover damages from offenders.
- 17. 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.
- 18. The Promoter's decision is final and no correspondence will be entered into.
- 19. These Terms and Conditions do not limit your rights under Australian Consumer Law. Except for liability that cannot be excluded by law, the Promoter and Mirvac Group exclude all liability for personal injury, loss or damage arising from this promotion.
- 20. Except for any liability that cannot by law be excluded, including the NonExcludable 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 participant/member; or (f) use of a prize.
- 21. 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 email digital.marketing@mirvac.com. 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.
- 22. The **Promoter** is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000. "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.