# MIRVAC RETAIL MINIS MEMBER MONTHLY COMPETITION TERMS AND CONDITIONS

## **BACKGROUND TO COMPETITION**

- Information on how to enter and prizes form part of these Terms and Conditions.
   Participation in the MIRVAC RETAIL MEMBER MONTHLY COMPETITION (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**) with one (1) draw per month during the **Promotional period** (as outlined in Clause 14). The draw will include all eligible entries submitted during the immediately preceding calendar month. 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 may 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.

- 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)

Participating Retailers means all stores, including majors.

### **COMPETITION TERMS AND CONDITIONS**

## **Eligibility to enter the Competition**

- 6. Competition entrants:
  - a. Must be an active Minis Member at a **Participating Centre**
  - b. Must hold a physical Minis Member Card with QR code
    - c. The QR code on the member card is the exclusive method to access the competition entry form.
- 7. Subject to paragraph 9, this **Promotion** is open to Australian residents only aged 18 years or over (as of date of entry) acting on their own behalf (**Eligible Entrants**).
- 8. Mirvac reserves the right in its absolute and sole discretion to request the winner to provide proof of identity and/or proof of residency at the time of claiming the prize.
- 9. The Competition is <u>not</u> 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
    - iv. any other person, company, supplier or agency associated with the Competition 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).
- 10. The Eligible Entrant will be deemed to be the person who submitted the entry. Incomplete, indecipherable or illegible entries will be deemed invalid. If there is a dispute as to the identity of an Eligible Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant and Mirvac's decision shall be final and binding.

## **HOW TO ENTER**

- 11. To receive an entry in this **Promotion**, eligible individuals must be a current Minis Member at a **Participating Centre**, and during the Promotion Period, undertake the following steps:
  - a. Visit and spend minimum \$10 at Participating Retailers, at a Participating Centre;
  - b. Scan the QR code on eligible individual's Minis Member Card, follow the prompts to the 'Monthly Competition' entry page, upload a copy of receipt (outlined in 11a) and fully complete the official entry form, including their full legal name, postcode, and valid email address. Entrant must remain subscribed as a Minis Member until at least the date of draw or any re-draw to be eligible.

- 12. Eligible Entrants may submit multiple entries, subject to the following:
  - a. Limit of one (1) entry per qualifying spend (per receipt to the minimum value of \$10);
  - b. Limit of one (1) entry per eligible person per day;
  - c. Each eligible entry must be submitted separately and in accordance with the entry requirements outlined in clause 11.
- 13. Mirvac reserves the right to remove or disqualify an Eligible Entrant or their entry from the Competition if Mirvac, in its absolute discretion, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition may negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.

#### **DRAW DETAILS**

- 14. The draw will take place at 1 Main St, Springfield Central QLD 4300 at 11:00AM on the first Tuesday of each month. The draw will include all eligible entries submitted during the immediately preceding calendar month.
  - The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant. A computer program will be used to draw the prize winner with each entry having an equal chance of winning. Mirvac reserves the right to redraw in case of an invalid entry or invalid entrant. Mirvac's decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
- 15. The provisional winner will be notified in writing within two (2) business days of the draw. Any winner will only be deemed a winner once verified by the **Promoter**. The winner will have the winning prize delivered by electronic mail.
- 16. The first one (1) valid entry randomly selected, from all valid entries received across all **Participating Centres**, will win the prize of one (1) x \$500 centre digital gift card valued at AUD\$500.
- 17. The prize pool value per month is AUD\$500, with the total prize pool value AUD\$6,000 during the **Promotional Period**.
- 18. 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.
- 19. A draw for any prize, if unclaimed, may take place on three months after the draw date at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified in writing within two (2) business days of the draw.
- 20. Prize is subject to the standard terms and conditions of individual prize and service providers.
- 21. 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.

- 22. 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.
- 23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. The Promoter's decision is final and no correspondence will be entered into.
- 28. 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 NonExcludable 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.
- 29. 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 entrant or winner; or (f) use of a prize.

- 30. 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.
- 31. The **Promoter** is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000. 30. "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.

Authorised under NSW permit number TP/01095.