

## **'DECORATE YOUR DOOR RED' COMPETITION**

### **Terms and Conditions**

#### **Background to Competition**

1. **Mirvac Project Pty Ltd (Mirvac or the Promoter)** recently introduced the **Decorate your door red (Competition)**.
2. The Competition is open for a limited time. The Competition commences at 9am on 3<sup>rd</sup> June 2020 and ends at 10 pm on 30<sup>th</sup> June 2020 (**Competition Period**). All references to time in these terms and conditions are a reference to local time in **Sydney**.
3. Subject to these terms and conditions, if Eligible Entrants decorate their front door in the theme "**red**", post a public pic of your red door on Mirvac's Facebook (@mirvacresidential) or tag us in your public Instagram post (@Mirvac\_residential) and include the hashtag #decorateyourdoorredor then Eligible Entrants will be in the running to win an Individual Prize. Mirvac will donate \$5 to the Salvation Army for every unique post up to a maximum of \$20,000.
4. A Mirvac Community may also enter the Competition by establishing a Salvation Army Digital doorknock fundraising page. The Mirvac Community that raises the most funds will be eligible to win the Community Award.
5. The following terms and conditions apply to the Competition. Entry into the Competition is deemed acceptance of these terms and conditions. A reference to Mirvac or the Promoter in these terms and conditions includes, where appropriate, Mirvac's employees, officers, volunteers, agents and contractors.

#### **Competition Terms and Conditions**

##### Eligibility to enter the Competition

6. Entry to the Competition for the chance to win an Individual Prize is open to natural persons over the age of 18 acting on their own behalf, and entry to the Competition for the chance to win the Community Award is open to communities of residents within an existing Mirvac development (**Eligible Entrants**). The Competition 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, employees and agents of Mirvac (and any of Mirvac's Related Bodies Corporate' as defined in the *Corporations Act 2001* (Cth)) and their immediate families; or
  - c. 'Decorate your door red ambassadors' (being - Tanya Buchanan (Editor of Belle and H&G magazine), Steve Cordony (stylist/ designer), Nerida Conisbee (Chief Economist for REA Group), Bernard Salt (Demographer), Emma Elizabeth (Stylist/designer), William Smart (Architect), Megan Hess (Fashion Illustrator) and Cherrie Miriklis-Pavlou (florist)).
7. The Eligible Entrant will be deemed to be the person who submitted the entry. 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.

### How to enter the Competition

8. To enter the Competition, Eligible Entrants must, during the Competition Period:
  - a. Be creative and resourceful using materials you have on hand at home and decorate your front door in the theme “red”; and
  - b. Post a public pic of your red door on Mirvac's Facebook (@mirvacresidential) or tag us in your public Instagram post (@Mirvac\_residential) and include the hashtag #decorateyourdoorredor; and
  - c. to be eligible for the Community award (as described in paragraph 15.d), establish a fundraising page <https://digitaldoorknock.salvationarmy.org.au/t/mirvac>.
9. Eligible Entrants may only submit one entry on either or both Facebook and Instagram.
10. The time of entry is deemed to be the time the entry is received by Mirvac.
11. All entries become the property of Mirvac once they are received by Mirvac.
12. Eligible Entrants must disclose to Mirvac any issues that may generate negative publicity and impact on the success of this Competition and/or Mirvac at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.
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 or the Eligible Entrant's continued involvement in the Competition will (in any way) negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.
14. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of Mirvac and for their entry to be photographed, videoed and/or used for a story or feature on this Competition and to appear in print, digital, film or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature (including creative control) will remain at the discretion of Mirvac at all times. Any story or feature does not create a relationship of employer and employee, principal and agent, partnership or joint venture or similar between the Eligible Entrant and Mirvac.

### Drawing of winners

15. There will be three overall prize winners and one Mirvac Community recipient as follows:
  - a. **People choice award** (Awarded to the decorated red door entry with the most likes on social media including Instagram or Facebook)  
This winner receives a Brussels Occasional Chair in polished brass and luxe grey velvet from Coco Republic. Valued at \$1,790.
  - b. **Most fun door** (Awarded to the decorated red door entry that has been decorated in the most fun way. This will be judged by a Mirvac panel and a Salvation Army panel of employees)

This winner receives a Miele Washing Machine (WDB030) and Miele Tumble dryer (TDB130WP) laundry package valued at \$3,400.

- c. **Most stylish door** (Awarded to the decorated red door entry that has been decorated in the most stylish way. This will be judged by a Mirvac panel and a Salvation Army panel of employees)

This winner receives a Peters of Kensington \$4,000 gift voucher.

(each an **Individual Prize**), and

- d. **Community Award**

(Awarded to Mirvac community that has raised the most amount funds during the Competition Period on their Mirvac community fundraising page set up under the Mirvac Salvation Army Digital doorknock fundraising page

<https://digitaldoorknock.salvationarmy.org.au/t/mirvac>.)

The Mirvac Community winner will receive a contribution towards the catering at an end-of-year community event to a value of up to \$2,000.

(the Individual Prizes and the Community Award each being a **Prize**).

16. Mirvac will notify winners of Individual Prizes on 20<sup>th</sup> of July 2020 via the social media account they used to submit their entry. Mirvac will notify the winner of the Community Award via their fundraising page. The judges' 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.
17. To claim their Individual Prize, a winner must respond to Mirvac's notification including by providing the address for delivery of their Individual Prize.
18. If a winner of an Individual Prize does not claim their Individual Prize by 31<sup>st</sup> of July 2020, Mirvac will deem the winner to be no longer eligible to receive the Individual Prize. In that event, Mirvac will conduct a redraw on 3<sup>rd</sup> August 2020 at the same time and place as the first draw.
19. Mirvac will provide the Individual Prizes to the winners by no later than 30 September 2020.
20. To receive their Community Award, the winner of the Community Award must hold an end-of-year community event by no later than 31 January 2021 or such other period as Mirvac may agree. If an end-of-year community event is not held within this timeframe then the Mirvac Community winner will forfeit their Community Award.
21. This Competition is one of skill and chance plays no part in it.

#### Prize

22. Each Individual Prize may be subject to specific terms & conditions as required by the issuer or supplier of the Individual Prize.
23. Each Prize is non-transferrable, non-refundable and, to the extent that it comprises of non-cash elements, cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Competition or receiving the Prize are the sole responsibility of the Eligible Entrant.

24. If a Prize or any element of a Prize becomes unavailable for reasons beyond Mirvac's control, the Mirvac may substitute a prize or element of a prize for something of equal or greater value at Mirvac's sole discretion, subject to any written directions from any relevant authorities. Winners will not be entitled to any additional compensation in the event that a Prize or any element of a Prize has been substituted at equal or greater value.
25. Eligible Entrants forfeit all rights to receiving the Prize or participate in the Competition if an Eligible Entrant does not comply with any of these terms and conditions.
26. Prizes can not be changed or substituted by winners for another other models or options.

### **Further Terms and Conditions of Competition**

The following additional terms and conditions also apply to the Competition:

27. Each person participates in the Competition at their own risk.
  - (a) Mirvac's decisions in relation to all aspects of this Competition are final and binding on all who enter, and no correspondence will be entered into.
  - (b) In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) Mirvac reserves the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Competition.
  - (c) Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
  - (d) To the extent permitted by law, Mirvac is not liable to the Eligible Entrant for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the Eligible Entrant's participation in this Competition even if Mirvac has been advised of the possibility of such loss or damages.
  - (e) Without limiting paragraph 27(d), Mirvac is neither responsible nor liable for:
    - a. any entry or claim for the Prize that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by Mirvac) including because of any failure in telecommunications equipment or service;
    - b. any postage costs including but not limited to courier costs in sending the entry to Mirvac's address
    - c. any financial, legal or tax liability that may arise from participation in the Competition; or
    - d. any defect or technical problem associated with the Prize.
  - (f) These terms and conditions are governed by the laws of New South Wales.

### **Privacy Collection Statement**

- (g) The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third

parties agents and services providers including the Salvation Army. Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.

- (h) Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business in countries including, but not limited to, the United States of America, the Philippines, Japan and United Kingdom.
- (i) The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://www.mirvac.com)) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02) 9080 8000; Email: [privacy@mirvac.com](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.