

RIVERSIDE QUAY - FOMO FRIDAYS PROMOTION

TERMS & CONDITIONS

Background to Promotion

1. The Riverside Quay precinct, located in Southbank, VIC 3006, is managed by Mirvac Real Estate Pty Limited ABN 65 003 342 452.
2. En Pointe Events Pty Ltd ABN 89 607 415 547 (**Promotor**) is the promoter of the FOMO FRIDAYS Promotion (**Promotion**), which comprises of:
 - a. beverage vouchers valued at \$4.50, \$5.00 or \$10.00 and lunch meal vouchers valued at \$5.00 or \$10.00 (**Beverage and Food Promotion**);
 - b. a competition to win Daily Prize Vouchers (**Daily Prize Competition**); and
 - c. a competition to win one of four Major Prize Vouchers (**Major Prize Competition**).
3. The Promotion is open for a limited time. The Promotion commences at 8:00AM AEST and ends at 6:00PM AEST on four consecutive Fridays, being:
 - a. Friday, 14 May 2021;
 - b. Friday, 21 May 2021;
 - c. Friday, 28 May 2021; and
 - d. Friday, 4 June 2021,

(together, the **Promotional Period**). All references to time in these terms and conditions are a reference to local time in Victoria.

4. The following terms and conditions apply to the Promotion. Participation in the Promotion is deemed acceptance of these terms and conditions. A reference to Mirvac or the Promotor in these terms and conditions includes, where appropriate, Mirvac's or the Promotor's employees, officers, volunteers, agents and contractors.

Beverage and Food Promotion Terms and Conditions

Eligibility to enter the Beverage and Food Promotion

5. Entry to the Beverage and Food Promotion is open to all natural persons acting on their own behalf who are Victorian residents (**Eligible Beverage and Food Promotion Entrants**).
6. The Beverage and Food Promotion is not open to businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons, or any person who Mirvac has previously notified is not permitted to enter Mirvac's promotions.
7. The Eligible Beverage and Food Promotion Entrant will be deemed to be the person who receives the Beverage or Food Voucher. If there is a dispute as to the identity of an Eligible Beverage and Food Promotion Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Beverage and Food Promotion Entrant.

How to enter the Beverage and Food Promotion

8. To participate in the Beverage and Food Promotion, Eligible Beverage and Food Promotion Entrants must, during the Promotional Period:
 - a. receive a voucher from staff members of the Promoter who will be wearing Mirvac Riverside Quay uniforms and will be handing out Beverage or Food Vouchers across the Riverside Quay precinct and at the Spin to Win Game stations during the Promotional Period; or
 - b. play a spin to win game, located at two stations within the Riverside Quay precinct, being outside the entrance of 6 Riverside Quay, Southbank VIC 3006 and outside Tenancy 2, 1 Southbank Boulevard, Southbank VIC 3006 (**Spin to Win Game**).
9. In order to participate in the Spin to Win Game, participants must play the Spin to Win game by spinning a game wheel at one of the Spin to Win Game stations and receiving a voucher that correlates to the number that the spinner lands on. Eligible Beverage and Food Promotion Entrants may only play the Spin the Win Game once each day during the Promotional Period.
10. Vouchers that may be received include:



RIVERSIDE QUAY

Southbank

- a. a beverage voucher valued at \$4.50;
- b. a beverage voucher valued at \$5.00;
- c. a beverage voucher valued at \$10.00;
- d. a lunch meal voucher valued at \$5.00;
- e. a lunch meal voucher valued at \$10.00,

(together, **Beverage or Food Vouchers**), which are redeemable from select participating retailers within the Riverside Quay precinct, including:

- a. 30ML
- b. Asado
- c. D.O.C. Pizza & Mozzarella Bar Southbank
- d. Dagwood Deli
- e. Hopscotch Melbourne
- f. Infinite Wasabi
- g. Left Bank
- h. Ludlow Bar & Dining Room
- i. Old Man Pho
- j. Poked
- k. Soho Restaurant and Bar
- l. Thailander
- m. The Breslin Bar & Grill,

(together, **Participating Retailers**).

11. The Beverage or Food Vouchers will specify its value, whether it can be redeemed to purchase beverages or food and at which select Participating Retailers it can be redeemed.
12. There are no costs of, or associated with, receiving the Beverage or Food Vouchers.
13. To redeem a Beverage or Food Voucher, recipients must present it to a Participating Retailer during the Promotional Period. The Beverage or Food Vouchers are non-transferrable, non-refundable and cannot be exchanged for cash. Only one Beverage or Food Voucher may only be redeemed per transaction, per person.
14. Eligible Beverage and Food Promotion Entrants can participate in the Beverage and Food Promotion by redeeming Beverage or Food Vouchers multiple times during the Promotional Period, but not more than once per day.
15. The Beverage or Food Vouchers are subject to availability. If the Beverage or Food Vouchers become unavailable at any time during the Promotional Period, the Promoter will promptly announce that entry into the Beverage and Food Promotion is no longer available on the Riverside Quay website (www.riversidequay.mirvac.com). This will not affect any Eligible Beverage and Food Promotion Entrants from redeeming Beverage or Food Vouchers they have already received, during the Promotional Period.

The Daily Prize Competition Terms and Conditions

Eligibility to enter the Daily Prize Competition

16. Entry to the Daily Prize Competition is open to all natural persons acting on their own behalf who are Victorian residents (**Eligible Daily Prize Competition Entrants**).
17. The Daily Prize Competition is not open to businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons, or any person who Mirvac has previously notified is not permitted to enter Mirvac's competitions.
18. The Eligible Daily Prize Competition Entrant will be deemed to be the person who receives the Daily Prize Voucher. If there is a dispute as to the identity of an Eligible Daily Prize Competition Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Daily Prize Competition Entrant.

How to enter the Daily Prize Competition



19. To participate in the Daily Prize Competition, Eligible Daily Prize Competition Entrants must, during the Promotional Period play the Spin to Win Game in accordance with clause 9 above. Eligible Daily Prize Competition Entrants may only play the Spin the Win Game once each day during the Promotional Period (this includes any games played to win a Beverage or Food Voucher).
20. As well as Beverage or Food Vouchers, the Spin to Win Game will include Daily Prize Vouchers that can be won by Eligible Daily Prize Competition Entrants.
21. The Daily Prize Vouchers will be pre-purchased vouchers valued at \$150.00, redeemable at select Participating Retailers.
22. Where an Eligible Daily Prize Competition Entrant plays the Spin to Win Game and lands on a number that correlates to a Daily Prize Voucher, the Eligible Daily Prize Competition Entrant will receive a written notice that they have won a Daily Prize Voucher and must exchange that notice with a member of staff from the Promotor located at the Spin to Win stations, who will give to the winners their Daily Prize Vouchers. There are no costs of, or associated with, receiving the Daily Prize Vouchers by the winners.
23. The Daily Prize Vouchers will specify their value and at which select Participating Retailers they can be redeemed.
24. To redeem Daily Prize Vouchers, winners must present them to the select Participating Retailers at which they can be used, during any of the four days of the Promotional Period.
25. The Daily Prize Vouchers are non-transferrable, non-refundable and cannot be exchanged for cash. Only one Daily Prize Voucher may be redeemed per transaction, per person.
26. Eligible Daily Prize Competition Entrants can participate in the Daily Prize Competition multiple times during the Promotional Period, but not more than once per day.
27. The Daily Prize Vouchers are subject to availability. If the Daily Prize Vouchers become unavailable at any time during the Promotional Period, the Promoter will promptly announce that entry into the Daily Prize Competition is no longer available on the Riverside Quay website (www.riversidequay.mirvac.com). This will not affect

any Eligible Daily Prize Competition Entrants from redeeming Daily Prize Vouchers they have already received, during the Promotional Period.

The Major Prize Competition Terms and Conditions

Eligibility to enter the Major Prize Competition

28. Entry to the Major Prize Competition is open to natural persons over the age of 18 acting on their own behalf whose place of employment is within the Riverside Quay precinct, which includes the following buildings: 1 Southbank Boulevard, 2 Riverside Quay, 4 Riverside Quay or 6 Riverside Quay (**Eligible Major Prize Competition Entrants**).
29. The Major Prize Competition is not open to:
- a. businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons;
 - b. any person who Mirvac has previously notified is not permitted to enter Mirvac's competitions; or
 - c. an authorised person of Mirvac who draws the Major Prize.
30. The Eligible Major Prize Competition Entrant will be deemed to be the person who receives a Major Prize. If there is a dispute as to the identity of an Eligible Major Prize Competition Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Major Prize Competition Entrant.

How to enter the Major Prize Competition

31. To enter the Major Prize Competition, Eligible Major Prize Competition Entrants must, during four days of the Promotional Period:
- a. scan the QR Code located on printed signage and plinths throughout the Riverside Quay precinct; and
 - b. register their personal details into the entry form generated from the QR Code.

Personal details include the entrant's full name, valid email address, mobile telephone number and building within the Riverside Quay Precinct that they work in.

32. Eligible Major Prize Competition Entrants may submit multiple entries into the Major Prize Competition, but not more than once per day during the Promotional Period. The time of entry is deemed to be the time the entry is received by Mirvac.
33. All entries become the property of Mirvac once they are received by Mirvac.
34. Eligible Major Prize Competition Entrants must disclose to Mirvac any issues that may generate negative publicity and impact on the success of this Major Prize Competition and/or Mirvac at the time of entering the Major Prize Competition or as soon as the Eligible Major Prize Competition Entrant becomes aware of such issues.
35. Mirvac reserves the right to remove or disqualify an Eligible Major Prize Competition Entrant or their entry from the Major Prize Competition if Mirvac, in its absolute discretion, deems that the entry or the Eligible Major Prize Competition Entrant's continued involvement in the Major Prize Competition will (in any way) negatively impact on the success of the Major Prize Competition and/or negatively influence the general purpose of the Major Prize Competition. No correspondence will be entered into.
36. It is a condition of participating in the Major Prize Competition that Eligible Major Prize Competition 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 Major Prize 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 Major Prize Competition 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 Major Prize Competition Entrant and Mirvac.

Drawing of Major Prize winners

37. There will be four winners of the Major Prize Competition, who will each win one of four Major Prize Vouchers on each of the four days of the Promotional Period. The Major Prize Competition will be judged by an authorised person of Mirvac.
38. At 6:00pm on each Friday within the Promotional Period, all entries into the Major Prize Competition received that day will be placed into a draw and a judge will draw the winner of that day's Major Prize Voucher at random at 6 Riverside Quay, Southbank VIC 3006 on the following Monday, being:
- a. Monday 17 May 2021;
 - b. Monday 24 May 2021;
 - c. Monday 31 May 2021; and
 - d. Monday 7 June 2021,
- (each, an **Original Draw Date**).
39. Mirvac will notify each winner of a Major Prize Voucher by phone on the mobile phone number registered by the winner in the QR Code entry form and confirm with the winner that they will to accept their Major Prize Voucher on the day after each Original Draw Date (being Tuesday 18 May 2021, Tuesday 25 May 2021, Tuesday 1 June 2021 and Tuesday 8 June 2021).
40. If a winner agrees to accept a Major Prize Voucher by phone, Mirvac will email the Major Prize Voucher to the winner on the email address they registered on the QR Code entry form (**Winner's Email**) within 24 hours after notifying the winner by phone. There are no costs of, or associated with, receiving a Major Prize Voucher by winners.
41. Mirvac will also publish each of four winners' names on the Riverside Quay website (www.riversidequay.mirvac.com) on the date that each winner is notified by phone (being on Tuesday 18 May 2021, Tuesday 25 May 2021, Tuesday 1 June 2021 and Tuesday 8 June 2021). The winners' names will be published on the Riverside Quay website for a period of 28 days.



42. If a winner of a Major Prize Voucher is not readily identified and Mirvac has made reasonable efforts to identify the winner of a Major Prize but is unsuccessful in doing so, Mirvac will deem the winner to be no longer eligible to receive the Major Prize. In that event, the judge will conduct a redraw of the entries submitted on the relevant day of the Promotional Period at random at 6 Riverside Quay, Southbank VIC 3006 on the date that is one (1) month after the Original Draw Date.
43. Once each Major Prize Voucher has been sent to the winners, the winners of the Major Prize Vouchers and any other Eligible Major Prize Competition Entrants are not eligible to win any other prizes, including any bonus prizes.
44. If the winner selected under clause 42 does not claim the Major Prize Voucher within 1 month of the redraw, Mirvac will deem the winner to be no longer eligible to receive that Major Prize. In that event, Mirvac will publish on the Riverside Quay website (www.riversidequay.mirvac.com) that there is no winner for that Major Prize Voucher.
45. It will be the responsibility of the winners of each Major Prize Voucher to redeem their Major Prize Vouchers by booking directly with the issuers or suppliers of the Major Prize Vouchers within the period that the Major Prize Vouchers are valid. Bookings will be subject to the respective availability of the issuers or suppliers of the Major Prize Vouchers and recipients of Major Prize Vouchers will not be entitled to any additional compensation from Mirvac in the event that a Major Prize Voucher cannot be booked at any particular time.

Major Prizes

46. The four Major Prize Vouchers are as follows:
- a. The Major Prize Voucher for 14 May 2021 entrants will be a luxury escape travel voucher valued at \$2,000.00, as follows:
 - i. Two nights' accommodation for two people at either the 'Suite Vineyard View' or 'Suite River View' (subject to availability) at the Mitchelton Hotel, located at 470 Mitchellstown Rd, Nagambie VIC 3608.

- ii. \$700 food and drink voucher redeemable at The Muse Restaurant, Mitchelton and/or at the Mitchelton Cellar Door.
 - iii. Valid for booking 7 days a week over a period of 12 months from the date of issue.
 - iv. Transport not included.

- b. The Major Prize Voucher for 21 May 2021 entrants will be a luxury escape travel voucher valued at \$2,000.00, as follows:
 - i. One night's accommodation for two people (breakfast included) at a Guest Suite at Brae, located at 4285 Cape Otway Rd, Birregurra VIC 3242;
 - ii. \$600 lunch (available on Fridays, Saturdays, Sundays and Mondays) or dinner (available on Thursday only) for two persons with a matched \$360 wine menu for two persons at Brae Restaurant.
 - iii. Valid for booking 7 days a week over a period of 12 months from the date of issue (noting that the lunch and dinner vouchers can only be used on the dates specified at clause 44(b)(ii) above.
 - iv. Transport not included.

- c. The Major Prize Voucher for 28 May 2021 entrants will be a luxury escape travel voucher valued at \$2,000.00, as follows:
 - i. A Lake House Daylesford Signature Package which includes:
 - A. Two nights' accommodation for two people (breakfast daily) in a Lodge Suite at the Lake House, located at 4 King St, Daylesford VIC 3460;

 - B. A four course a la carte dinner for two persons in the Two Chefs Lake House Restaurant each evening;

 - C. Complimentary on-demand in-room movies;

 - D. Complimentary Wi-Fi;

- E. Complimentary minibar inclusive of loose leaf tea, Nespresso, St. ALi French Press coffee, local beer, cider, kombucha, sparkling water and juice; and
 - F. Complimentary visit to the Lake House's Dairy Flat Farm and ability to join a tour, exclusive to Lake House hotel guests on Tuesday, Thursday or Saturday 11.30am – 12.15pm (reservations for tours required and subject to weather conditions).
- ii. Valid for booking 7 days a week over a period of 12 months from the date of issue.
 - iii. Transport not included.
- d. The Major Prize Voucher for 4 June 2021 entrants will be a luxury escape travel voucher valued at \$2,195.00, as follows:
- i. Microflite Bronze Package at Levantine Hill which includes:
 - A. Exclusive return flights from Melbourne City to Levantine Hill (located at 882 Maroondah Hwy, Coldstream VIC 3770).
 - B. Seasonal snacks followed by two courses from the Mediterranean-inspired menu of the winner's choosing for the winner's table to share.
 - C. A glass of Levantine Hill Estate Rosé or Sauvignon Blanc Semillon, and a glass of our Coldstream Guard Rubeus or Coldstream Guard Pinot Noir.
 - D. Unlimited mineral water, tea and coffee.
 - E. Take home bottle of Levantine Hill Sauvignon Blanc Semillon or Rose.
 - F. Invitation to join Levantine Hill's Inner Circle wine club as a Bronze member.
 - G. Exclusive return helicopter flight for two persons from Melbourne (pick up location: Microflite, 2A Spencer St,

Melbourne VIC 3000) to Levantine Hill, located at 882
Maroondah Hwy, Coldstream VIC 3770;

- ii. Experience and transport provided by “Microflite”.
- iii. Valid for booking 7 days a week over a period of 12 months from the date of issue.
- iv. Transport to pick up location not included.

Further Terms and Conditions of the Promotion

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

- 47. All vouchers received under this Promotion may be subject to specific terms and conditions as required by the issuer or supplier of the voucher. Any ancillary costs associated with redeeming the vouchers are not included.
- 48. All vouchers received under this Promotion are non-transferrable, non-refundable and, to the extent that they comprise of non-cash elements, cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Promotion or receiving a voucher are the sole responsibility of the entrants.
- 49. Mirvac may substitute a voucher in this Promotion for another voucher if Mirvac and the voucher winner agree in writing to the substitution and if the new voucher is of the same or greater value than the original voucher.
- 50. Notwithstanding clause 49, if:
 - a. a voucher or any element of a voucher becomes unavailable for reasons beyond Mirvac’s reasonable control; and
 - b. reasonable attempts have been made by Mirvac to reach an agreement with the winner of the voucher and are unsuccessful,

then Mirvac may substitute a voucher or element of a voucher of equal or greater value at Mirvac’s sole discretion, subject to any written directions from any relevant authorities. Recipients of vouchers will not be entitled to any additional compensation in the event that a voucher or any element of a voucher has been substituted at equal or greater value.



51. Eligible entrants under this Promotion forfeit all rights to receiving a voucher or to participate in the Promotion if they do not comply with any of these terms and conditions.
52. Each person participates in the Promotion at their own risk.
53. Mirvac's decisions in relation to all aspects of this Promotion are final and binding on all who enter, and no correspondence will be entered into.
54. 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 Promotion.
55. Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
56. To the extent permitted by law, Mirvac is not liable to any 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 Promotion even if Mirvac has been advised of the possibility of such loss or damages.
57. Without limiting paragraph 56, Mirvac is neither responsible nor liable for:
 - a. any entry or claim for a voucher 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 Promotion; or
 - d. any defect or technical problem associated with a voucher.

58. In the event of a dispute between an eligible entrant and Mirvac concerning the conduct of this Promotion or the claiming of a voucher, the eligible entrant agrees that:
- a. in the first instance, the eligible entrant and an authorised person of Mirvac (other than the authorised person of Mirvac who draws the Major Prize Vouchers) must meet and use reasonable endeavours to resolve the dispute; and
 - b. if the dispute is not able to be resolved in accordance with clause 58.a within 7 days of the parties meeting, the dispute will be referred to an independent expert mediator appointed jointly by the parties, who must make a determination within 30 days of appointment that will be final and binding on the parties.
59. Any costs incurred by the mediator must be paid equally by the eligible entrant and Mirvac.
60. These terms and conditions are governed by the laws of Victoria.

Privacy Collection Statement

61. 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. 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.
62. 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.



RIVERSIDE QUAY

Southbank

63. The Mirvac Group Privacy Policy (available on 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; and Address: 'Mircac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
64. By participating in the Competition, you agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive Competitional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.