

## WAVERLEY PARK GARDENING COMPETITION Terms and Conditions

### Background to Competition

1. Mirvac Victoria Pty Ltd 42 006 708 363 of Level 5, Building Q3, 6 Riverside Quay, Southbank (**Mirvac** or the **Promoter**) recently introduced the Waverley Park Gardening Competition (**Competition**).
2. The Competition is open for a limited time. The Competition commences at 9:00AM AEST on Monday 7 October 2019 and ends at 5:00PM AEST on Sunday 1 December 2019 (**Competition Period**). All references to time in these terms and conditions are a reference to local time in Melbourne.
3. Subject to these terms and conditions, Mirvac will judge the best two front gardens at Waverley Park in the categories of overall best garden and most improved garden and award a \$1,000 Bunnings voucher in each category to two Eligible Entrants.
4. 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

5. Entry to the Competition is open to natural persons over the age of 18 acting on their own behalf who reside in Waverley Park (**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; or
  - 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.
6. 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

7. To enter the Competition, Eligible Entrants must, during the Competition Period:
  - a. Submit their details via the registration form online at [waverleypark.mirvac.com/gardening-competition](http://waverleypark.mirvac.com/gardening-competition) and include a photo of the current state of their front garden and specify which category they are entering.
  - b. Maintain or improve their front garden for the purposes of the best overall garden or most improved garden category;

- c. Allow the Mirvac judging panel to view their front garden on a date and time to be agreed between Monday 2 December 2019 and Friday 13 December 2019.
8. Eligible Entrants may only submit one entry per category.
9. The time of entry is deemed to be the time the entry is received by Mirvac.
10. All entries become the property of Mirvac once they are received by Mirvac.
11. 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.
12. 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.
13. 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

14. There will be two winners – one for the overall best front garden and one for most improved front garden. The gardens will be judged by a Mirvac representative and a Bunnings representative by inspecting the before image submitted upon registration by the Eligible Entrant and viewing the completed front garden upon completion of the Competition. 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.
15. Mirvac will notify winners by announcement at the Waverley Park Christmas Event hosted on Saturday 14 December 2019 and via phone number submitted in the registration form
16. If a winner does not claim a Prize by Friday 10 January 2020 Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, Mirvac will select the runner up on Monday 13 January 2020 at the same time and place as the first draw.

#### Prize

17. Winners of the Competition will each receive a \$1,000 Bunnings Voucher (**Prize**). The total value of the Prize is \$2,000.
18. The Prize may be subject to specific terms & conditions as required by the issuer or supplier of the Prize.

19. The 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.
20. If the Prize or any element of the Prize becomes unavailable for reasons beyond Mirvac's control, Mirvac may substitute a prize or element of a prize 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 the Prize or any element of the Prize has been substituted at equal or greater value.
21. 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.

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

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

22. Each person participates in the Competition at their own risk.
23. In consideration of Mirvac permitting the Eligible Entrant to enter and participate in the Competition, the Eligible Entrant:
  - (a) releases and will release Mirvac (and its directors, officers, employees, volunteers, contractors, sponsors and/or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (to the extent permitted by law) however arising that the Eligible Entrant may have or may have had but for this condition arising from or in connection with each Eligible Entrant's participation in the Competition including any claim or liability which arises due to any act, omission or negligence of Mirvac (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) or in respect of any injury, death, or loss or damage to person or property; and
  - (b) indemnify and will keep indemnified Mirvac (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) and all corporations or persons that may sponsor, promote or donate a product or service to the Competition in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with the Eligible Entrant's participation in the Competition; and
  - (c) by participating in the Competition, the Eligible Entrant warrants to Mirvac that the Eligible Entrant is not suffering from a condition which would prevent and/or render me unfit to participate in the Competition. The Eligible Entrant must withdraw from the Competition if they become aware of any medical condition or impairment or become sick or injured prior to the Competition.
  - (d) 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.
  - (e) 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.

- (f) Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- (g) 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.
- (h) Without limiting paragraph(g) above, 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.
- (i) These terms and conditions are governed by the laws of Victoria, Australia.

#### **Privacy Collection Statement**

- (j) 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 Bunnings. 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.
- (k) 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.
- (l) 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.