TERMS AND CONDITIONS FOR 'FREE Planet Arcades Voucher' PROMOTION

- 1. Participation in this 'FREE Planet Arcades Voucher' Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST local time.
- 2. Entry is only open to parents / guardians with children aged 12 years and under.
- 3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to participate in the Promoter's promotions.
- 4. The Promotion will be conducted at Kawana Shoppingworld ("Centre") (www.kawanashoppingworld.com.au)
- 5. This Promotion commences at 9.00am on 10 January 2022 and ends at 3.00pm on 23 January 2022, or whilst stocks last. Despite any other provision in these Terms and Conditions, the Promoter may extend the Promotion Period at its discretion and without prior notice. ("Promotional Period")
- 6. The Promotion will be conducted at participating retailers at Kawana Shoppingworld (www.kawanashoppingworld.com.au) "Participating Retailers" means Kawana Shoppingworld restaurants, café and food court operators. An "Excluded Retailer" means any retailer that is not on the below participating list.

Participating Retailers are:

- Ali Baba

- Baked Desserts

- Boost Juice

- Grill'd

- Groove Train

- Guzman Y Gomez

- Jamaica Blue

- KFC

- Lone Star

- McDonalds

- Muffin Break

- Oliver Brown

- On a Roll

- P'Nut Street Noodles

- Planet Arcades

- Rafters

- R-Crane

- Subway

- Sushia

- The Coffee Club

- The Good Place

- Top Asian

- 7. To be eligible to participate in this
- 8. Promotion, eligible individuals must, during the Promotion Period
 - i. Spend over \$20 in one transaction at a Participating Retailer (food outlets and Planet Arcades).
 - ii. Present receipt to Planet Arcades on the <u>same day as food purchase</u>, to receive a \$10 Launch Card (voucher).

- iii. Maximum of one \$10 Planet Arcades voucher per \$20 spend per receipt. Kids must be sighted by staff at the time of redemption. Customers will not be reimbursed if they only redeem one voucher.
- iv. Child/ren must be accompanied by a paying adult.
- v. Whilst stocks last.
- 9. Planet Arcades conditions of a free \$10 Launch Card
 - i. Entitles the holder to one \$10 Planet Arcades Kawana Shoppingworld Launch Card
 - ii. Customers must check-in at Planet Arcades upon entry and follow relevant QLD Government Health Requirements
- 10. The Promoter reserves the right, at any time, to verify the validity of claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. One entry permitted per person.
- 11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 12. The total number of complimentary Planet Arcades vouchers to be provided under this Promotion is 200 (valued at \$2,000).
- 13. The vouchers are not transferable or exchangeable and will not be replaced if lost or stolen.
- 14. 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 COVID-19, 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 15. The Promoter's decision is final, and no correspondence will be entered into.
- 16. Except for any liability that cannot by law be excluded, including the Non-Excludable 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
- 17. The Promoter may need to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. If the claimant opts in at time of claiming, 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 claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored in accordance with

the Privacy Policy. Upon the claimant's request, information provided will be removed from the Promoter's active marketing database. To request details to be removed, select Unsubscribe from within each respective participating centre's email communication, or write to the National Marketing Manager, **Mirvac**, **200 George Street**, **Sydney NSW 2000**. 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 claims remain the property of the Promoter.

- 18. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000 trading as (Kawana Shoppingworld) at (119 Point Cartwright Drive, Buddina QLD 4575).
- 19. "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.