

## **TERMS AND CONDITIONS FOR MOONEE PONDS CENTRAL - 'Shop for School' PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Moonee Ponds Central 'Shop for School' Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in VIC local time.

### **ELIGIBILITY**

2. Subject to condition 4, this Promotion is only open to Australian residents aged 18 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
4. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in the Participating Centre 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 enter the Promoter's promotions.

### **PROMOTION PERIOD**

5. This promotion will be available from Wednesday 11th May 2022 9:00am to Tuesday 14th June 2022 11:59pm, or while stocks last ("Promotion Period").

### **HOW TO ENTER**

6. The Promotion will be conducted at Moonee Ponds Central shopping centre ("Participating Centre"). "Participating Retailers" means any Moonee Ponds Central shopping centre retailers. An "Ineligible Transaction" means any transaction recorded on an invalid receipt, as specified in condition 8 below.
7. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Spend at any store at Moonee Ponds Central during the Promotion Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction ("Qualifying Spend").
  - (b) Scan the QR code on the promotional posters throughout the centre or visit the Moonee Ponds Central website to register the spend and nominate a school.
  - (c) 1 point for every \$1 spent will be allocated to the nominated school.
  - (d) Points will be collated at the end of the week and divided by the number of students at the school.
  - (e) Double spend points will be allocated when shopping at specialty Fresh Food retailers including: Amore Coffee, Bakers Delight, De Maria's Fruit & Veg, MP Poultry, MP Seafood, Godfreys Butchery, Porters Liquor, Graina Bulk Food Store, Yahweh Asian Grocery, Mothers' Pantry.
8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers; (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording

Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

### **LIMITS ON ENTRY**

9. Multiple entries in the one day are permitted. Limit of one (1) entry per receipt applies.

### **DRAW DETAILS**

10. The spend points will be collated at Centre Management office and the provisional winner(s) will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

### **WINNER NOTIFICATION**

11. Winning is a prize will be determined based on the participant's collection of points.
  - (a) Winning Schools: will be notified at the end of the campaign via phone and/or email.
  - (b) Weekly prize: the participant will be notified the following Monday for their winning prize.

### **PRIZES**

12. The three (3) top winners will win a \$3,000, \$2,000 and \$1,000 Moonee Pond Central gift card respectively. Prizing will vary for each promotional post with the value and description included in the details of the competition post.
13. Total prize pool value is \$6,500.
14. Prize pool includes:

#### **School**

- |                       |  |
|-----------------------|--|
| 1 <sup>st</sup> Prize | 1 x \$3,000 Moonee Ponds Central Gift Card |
| 2 <sup>nd</sup> Prize | 2 x \$2,000 Moonee Ponds Central Gift Card |
| 3 <sup>rd</sup> Prize | 3 x \$1,000 Moonee Ponds Central Gift Card |

#### **Customer**

5 x \$100 Moonee Ponds Central Gift Cards for 5 weeks

15. 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.

### **GENERAL**

16. Incomplete, indecipherable, or illegible entries will be deemed invalid.
17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
18. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
19. Prize is subject to the standard terms and conditions of individual prize and service providers.
20. 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.

21. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Entrant's 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.
24. 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.
25. 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.
26. The Promoter's decision is final, and no correspondence will be entered into.
27. 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 Non-Excludable 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.
28. 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 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.

29. The Promoter needs to collect personal information about each entrant 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 go to <http://mirvac-retail.myopensign.com/unsubscribe> or write to the Marketing Manager, Moonee Ponds Central, 14-16 Hall Street Moonee Ponds VIC 3039. 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.
30. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 650 033 424 52) of Level 28, 200 George Street, Sydney NSW 2000.
31. "**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.