

## TERMS AND CONDITIONS FOR – ‘WIN A VISIT FROM SANTA’ COMPETITION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in ‘Win a visit from Santa’ Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Sydney local time (AEST). All monetary amounts are expressed in Australian dollars, unless otherwise stated.
2. Subject to condition 3, this Promotion is only open to ACT, NSW, Victoria, and Queensland residents. 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.
3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in the Participating Centres 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.
4. This Promotion commences at 12:01am (AEST) on (16 November 2021) and ends at 11:59pm (AEST) on Sunday 19<sup>th</sup> December 2021 (**“Promotion Period”**).
5. The Promotion will be conducted for the following participating shopping centre:  
**Toombul** <https://www.toombul.com.au/>
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - i. Scan the QR code
  - ii. Complete the online entry form with all required fields
7. The draw will take place at the Mirvac Head Office at 200 George Street, Sydney NSW 2000 at 9:00am (AEST) on Monday 20<sup>th</sup> December 2021. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant. The winner will be notified by phone and email on Monday 20<sup>th</sup> December 2021. Any winner will only be deemed a winner once verified by the Promoter.
8. The first valid entry drawn will receive the following prize inclusions:
  - One (1) x visit from Santa to your home on Christmas Eve; between 9am-5pm on Friday 24<sup>th</sup> December 2021. The winner will be contacted to arrange a time suitable to Santa and the winner during this time period.

- One (1) x 'sack full of presents' – this will include up to \$1,000 worth of products chosen at the promoter's discretion using your '3 top gifts' that you list in the entry form as a guide. The promoter cannot guarantee the exact gifts.
9. The total prize pool value of the promotion is \$1,000 AUD.
  10. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 28.
  11. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw on Wednesday 22<sup>nd</sup> December 2021, subject to any directions from a regulatory authority. The winner, if any, will be notified on Wednesday 22<sup>nd</sup> December 2021 by phone and email.
  12. Incomplete, indecipherable or illegible entries will be deemed invalid.
  13. 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.
  14. Prize is subject to the standard terms and conditions of individual prize and service providers. 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.
  15. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at 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.
  16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
  17. Entrants 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.
  18. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. 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.
20. The Promoter's decision is final and no correspondence will be entered into.
21. 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.
22. 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 the prize.
23. It is a condition of taking the prize, that the winner (or if under 18, their parent or guardian) sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.
24. When applicable, entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities (which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php)).
25. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any

loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

26. The Promoter needs to collect personal information about each entrant 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. By entering the entrant agrees that 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, emails 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 email [RetailNationalMarketing@mirvac.com](mailto:RetailNationalMarketing@mirvac.com) or write to the National Marketing Manager, Mirvac Retail, 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 entries remain the property of the Promoter.
27. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000.
28. "**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.