

**‘Spend and WIN Travel Rewards’
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Birkenhead Point ‘Spend and WIN Travel Rewards’ (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in NSW local time.

ELIGIBILITY

1. Subject to condition 4, this Promotion is open to eligible Birkenhead Point customers, aged 18 years or over.
2. 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 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

4. This promotion will be available to eligible Birkenhead Point customers, Monday – Friday between the promotion dates 24th – 28th June 2024 and 1st – 5th July 2024 (“Promotion Period”).

HOW TO ENTER

5. The Promotion will be conducted at Birkenhead Point Shopping Centre (“Participating Centre”). “Participating Retailers” refers to all retailers excluding supermarkets Coles Local and Aldi. An “Excluded Retailer” means any of the following retailer categories: major supermarkets Coles and Aldi; and stores that have not opted to participate. An “Ineligible Transaction” means any transaction recorded on an invalid receipt, as specified in condition 8 below.
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Meet the Qualifying Spend at any Participating during the Promotion Period, excluding any Ineligible Transaction. A “Qualifying Spend” is:
 - (b) \$200 or more in a maximum of two transactions at any retailer, excluding Coles Local and Aldi.
 - (c) Present your receipt to our Concierge team on level 1 next to David Lawrence

- (d) Scan the QR code and fill out your details
 - (e) Collect your Boarding Pass and scratch to reveal your prize
7. 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

8. Multiple entries during the qualifying period are permitted. Limit of (1) claim per person permitted per day, as per the Qualifying Spend under clause 6. Each claim must be completed separately and in accordance with the claim instructions above. The proof of purchase required is an original receipt for the qualifying spend showing the same date as the day of entry.

WINNER NOTIFICATION

9. Winning a prize will be determined based on the conditions outlined under clause 6 and is subject to the availability of prizes. The participant will be notified immediately if they are eligible for a prize.

PRIZES

10. Total prize pool value is \$33,600.00 AUD.
11. Prize pool includes:
- 860 x \$10 Birkenhead Point Gift Cards
 - 600 x \$25 Birkenhead Point Gift Cards
 - 40 x \$250 Birkenhead Point Gift Cards
12. 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

13. Incomplete, indecipherable or illegible entries will be deemed invalid.
14. 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.
15. 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.

16. Prize is subject to the standard terms and conditions of individual prize and service providers.
17. 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.
18. 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 equal value and/or specification, subject to any written directions from a regulatory authority.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. 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.
21. 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.
22. 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.
23. The Promoter's decision is final and no correspondence will be entered into.
24. 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.

25. 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.
26. The Promoter needs to collect personal information about each entrant in order 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, Birkenhead Point, 411/19 Roseby St Drummoyne NSW 2047. 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 6 5 00 3 34 2 4 5 2) of Level 28, 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.
29. Trade Permit TP/01095