

**TERMS AND CONDITIONS FOR KAWANA SHOPPINGWORLD
AUSTRALIA DAY GIVEAWAY**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **AUSTRALIA DAY Giveaway (“Promotion”)** is deemed acceptance of these Terms and Conditions. All times and dates throughout these Terms and Conditions will be based on **QLD** local time. The “Participating Centre” is **Kawana Shoppingworld**.
2. Subject to condition 3, this Promotion is only open to **QLD** residents
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 by birth or 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 **9.00am** on **Monday 21 January 2019** and ends at **5.00pm** on **Saturday 26 January 2019** or while stocks last (“**Promotion Period**”).
5. To enter this Promotion, eligible individuals must, during the Promotion Period,
 - i. Spend a minimum of \$30 across any participating fresh food stores (if in multiple transactions, must be in same day) or \$80 at Aldi, Coles or Woolworths (including BWS and Liquorland) in one transaction during the promotional period
 - ii. Visit the Customer Service Desk (located near Aldi) to redeem a \$10 Fresh Food gift card. (While stocks last)
6. Participating retailers at Kawana Shoppingworld only:
 - Red Apple
 - Master Meats
 - Bakers Delight
 - Lenards
 - Healthy Living
 - Aldi
 - Coles
 - Woolworths
7. Incomplete, indecipherable or illegible entries will be deemed invalid.
8. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) 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.

9. 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.
10. 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.
11. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
12. Total prize pool value is **\$5000**.

Total prize pool includes 500 Kawana Shoppingworld \$10 Fresh Food gift cards.

13. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
14. 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).
15. 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.
16. The Promoter's decision is final and no correspondence will be entered into.
17. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the **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.
18. 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.

19. It is a condition of taking the prize, that the winner sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.
20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under **18**, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. 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. 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 email RetailNationalMarketing@mirvac.com or write to the Marketing Manager, Kawana Shoppingworld, 119 Point Cartwright Drive Buddina 4575 QLD. 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.

22. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as **Kawana Shoppingworld, 119 Point Cartwright Drive Buddina 4575 QLD**
23. "**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.