

BIRKENHEAD POINT

'International Dog Day: Birkenhead Point's Next Top Pup'

PROMOTION TERMS AND CONDITIONS

1. Participation in this International Dog Day: Birkenhead Point's Next Top Pup ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times and dates throughout these Terms and Conditions are based on Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Savings Time (AEDST) as the case requires. The "Participating Centre" is **Birkenhead Point**.
2. Subject to condition **3** this Promotion is only open to Australian **residents aged 13 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 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.

PROMOTION PERIOD

5. This Promotion commences on **16 August 2022 at 10:00AM** and ends at **5:30PM 29 August 2022** ("**Promotion Period**").

HOW TO ENTER

6. To enter, eligible individuals must, during the Promotion Period, complete all details on the 'Birkenhead Point's Next Top Pup' form on Birkenhead Point's website or when scanning the promotions QR code at the Central Paw-k photo site.
7. Each entry must be submitted by the time specified in the promotional post to be placed into the prize draw.
8. Any uploaded files must be submitted in accordance with the relevant platform's requirements.

LIMITS ON ENTRY

9. Limit of one (1) entry permitted per pet, per eligible person unless otherwise stipulated in the promotional post.

10. Where multiple entries are permitted per person, each entry must be **substantially unique** and submitted separately and in accordance with entry requirements.

DRAW DETAILS

11. The draw will take place at the Participating Centre at 12pm on the day following the closure of competition entries. The winner is determined at random by an electronic generator. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

12. 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.

PRIZES

13. The one (1) winner will win an AnnaClaire Studio Pet Portrait Photoshoot Voucher (valued at \$670).
14. Total prize pool value is \$670.
15. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
16. Winners are responsible for all costs associated with attending any experience prizes, including but not limited to travel to and from the location of the experience.

UNCLAIMED PRIZE DRAW

17. A draw for any prize, if unclaimed, may take place three months after the original draw at the same time and place as the original draw, unless the prize is time dependent in which case it will be undertaken after all reasonable attempts to contact the winner have been made, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Any NSW winner of a prize valued at over \$500 will have their name and postcode published online at www.birkenheadpoint.com.au from **within two weeks of the draw** for a period of 28 days.

GENERAL

18. Incomplete, indecipherable or illegible entries will be deemed invalid.

19. 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.
20. 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.
21. Prize is subject to the standard terms and conditions of individual prize and service providers.
22. 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.
23. 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.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. Prizes must be collected from **Birkenhead Point, Suite 411/19 Roseby St, Drummoyne NSW 2047**. Photo ID must be shown on prize collection.
26. 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.
27. 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 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.
28. 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, to modify, suspend, terminate or cancel the Promotion, as appropriate.
29. The Promoter's decision is final and no correspondence will be entered into.

30. Any cost associated with accessing the **competition** is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
31. 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. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to 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.
32. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. 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 Instagram. Instagram 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.
33. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Twitter Rules, which can be found at support.twitter.com/articles/18311-the-twitter-rules. This Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter. Entrants understand that they are providing their information to the Promoter and not to Twitter. 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 Twitter. Twitter 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.
34. 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.
35. 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.

36. 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 15, 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) the Content is the original [artistic/literary] work of the entrant that does not infringe the rights of any third party;
 - e) 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
 - f) 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.

37. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
38. 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 as required to the regulatory authorities. Participation in the Promotion is conditional on providing this information. 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, **Birkenhead Point, Suite 411/19 Roseby St, Drummoyne NSW 2047** or telephone **(02) 9812 8800**. 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.

39. The “Promoter” is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as **Birkenhead Point, Suite 411/19 Roseby St, Drummoyne NSW 2047**.
40. “**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.
41. Authorised under permit number: TP/01095.