

# **Terms and Conditions for Birkenhead Point Brand Outlet**

## **Reusable Designer Tote Giveaway**

**(21 - 27 January 2019)**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in Gifted ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in NSW local time.
2. Subject to condition 3, this Promotion is only open to NSW residents.
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 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 10:00am on Monday 21<sup>st</sup> January 2019 and ends at Birkenhead Point Brand Outlet at 6pm AEDT on Sunday 27<sup>th</sup> January 2019 ("Promotion Period").
5. The Promotion will be conducted at Birkenhead Point Brand Outlet ("Participating Centre").
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  7. Spend \$80 or more in one day accumulative across Ground Floor stores (excluding Medical Centre) between 21 – 27 January 2019. One bag per customer, per day.
  8. To redeem your gift, visit the pop-up booth located outside Coles between 11am and 2pm with proof of purchase to receive your free designer reusable tote.
9. Participating retailers include: Birkenhead Dry Cleaning and Alterations, Flight Centre, Jasmine Asian Market, Liquorland, Rise Bakehouse, Craig Cook's Prime Quality Meats, Coles, Bel Fresco, Jean Louis Joseph, Nextra Newsagency, EB Games, Top Juice, M&I Variety, Donut King, Sorae Sushi, Hokka Hokka, Subway, Gozleme, Moo Bok Baa, Il Pollo, Style Plus, Mobile Experts, Amoeba Toys, iContact, The Barber Shop and Aldi.
10. Each winner will receive a complimentary reusable tote designed by Illustration artist, The Lust List.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. 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.
13. 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.

14. 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.

15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

16. 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.

17. 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.

18. 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.

19. The Promoter's decision is final and no correspondence will be entered into. 182. 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.

20. 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.

21. 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.

22. 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](mailto:RetailNationalMarketing@mirvac.com) or write to the Marketing Manager, Birkenhead Point Outlet Centre, 19 Roseby Street 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.

23. 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 Outlet Centre at 19 Roseby Street Drummoyne, NSW 2047.

24. "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.