

TERMS AND CONDITIONS FOR BIRKENHEAD POINT BRAND OUTLET UNION PAY TDE GIFT WITH PURCHASE PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this **UNION PAY TDE GIFT WITH PURCHASE Promotion (“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 UnionPay International cardholders, **aged 18 years or over**.
3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in BIRKENHEAD POINT BRAND OUTLET 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 participate in the Promoter’s promotions.
4. This Promotion commences at **1 November 2018**, or when **all (TDE gift with purchase passport holders)** valid claims are received, whichever occurs first (**“Promotion Period”**).
5. The Promotion will be conducted at BIRKENHEAD POINT BRAND OUTLET (**“Participating Centre”**). **“Participating Retailers”** means all the centre retailers who accept UnionPay International transactions as set out in the Schedule, excluding any Excluded Retailer. An **“Excluded Retailer”** means any of the following major retailers: Coles and any other centre retailer that does not accept UnionPay International transactions. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified in **condition 7** below.
6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Spend **\$300** or more in any single day during the Promotion Period at any of the Participating Retailers at a Participating Centre, excluding any Ineligible Transaction (**“Qualifying Spend”**). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers, however, all purchases must be made at the Participating Centre, on one day, during the Promotion Period.
 - (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) on the same day as making the Qualifying Spend to the Guest Services Desk at the Participating Centre where the Qualifying Spend.

- (c) Fully complete the official claim form, including their full name, valid email address and their country of residence and place the fully completed claim form in the box provided at the Guest Services Desk.
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.
 8. Subject to the availability of gifts in the Participating Centre as set out in condition below, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the Concierge Desk at the Participating Centre in accordance with these Terms and Conditions will receive one (1) gift of a **TDE leather passport holder** valued at **\$69.95**.
 9. The total number of gifts to be provided under this Promotion is **2,500**.
 10. Each individual is only permitted to make one (1) gift claim per day under this Promotion. Claims must be made on same day as the Qualifying Spend. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter. Gift recipients will be advised immediately at the time of claim submission.
 11. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
 12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
 13. The provision of the gift is subject to the standard terms and conditions of individual gift and service providers. If the gift is unavailable due to reasons beyond the control of the Promoter, in its discretion, reserves the right to substitute the gift with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total value of gifts to be provided under this Promotion is up to \$174,875.
15. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. The Promoter's decision is final and no correspondence will be entered into.
18. 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.
19. 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
20. The Promoter may need to collect personal information about each claimant 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 claimant opts in at time of claiming, 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 claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored in accordance with the Privacy Policy. Upon the claimant'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 BRAND OUTLET, 19 Roseby Street, Drummoyne 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 claims remain the property of the Promoter.

21. 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 BRAND OUTLET at 19 Roseby Street, Drummoyne 2047.
22. "**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.