

Terms and Conditions



UnionPay Gift with Purchase Promotion, Birkenhead Point Brand Outlet

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this **UNIONPAY 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 BIRKENHEAD POINT BRAND OUTLET 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 will discontinue once \$61,955 worth of gifts are awarded ("**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, ALDI 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 claim a gift, the claimant must reach the spend requirements specified below in any number of transactions at any participating store at BIRKENHEAD POINT BRAND OUTLET during the Promotional Period using their UnionPay International card beginning with the numbers "62". 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 Guest Services. The gift available to claim for each spend requirement is listed below.
 - a) Spend \$300 or more with your UnionPay card and receive an UGG® Merino Wool Scarf (valued at \$59.95).
 - b) Spend \$600 or more with your UnionPay card and receive a pair of UGG® Sheepskin Slippers (valued at \$79.95).

Terms and Conditions



UnionPay Gift with Purchase Promotion, Birkenhead Point Brand Outlet

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 Guest Services at the Participating Centre in accordance with these Terms and Conditions will receive a complimentary gift based on the spend requirements as listed above.
9. The total number of gifts to be provided under this Promotion is 900.
10. Each individual is only permitted to make one (1) gift claim per person, per day under this Promotion. For the sake of clarity, if a claimant is eligible for both gifts, then the claimant will only receive the gift corresponding to the higher spend requirement. 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.

Terms and Conditions



UnionPay Gift with Purchase Promotion, Birkenhead Point Brand Outlet

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 \$61,955.
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

Terms and Conditions



UnionPay Gift with Purchase Promotion, Birkenhead Point Brand Outlet

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**” 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.
21. “**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.