

MIRVAC LET'S WIN APP DOWNLOAD PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and gifts form part of these Terms and Conditions. Participation in the Mirvac Let's Win App Download Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST Local Time. All monetary amounts are expressed in Australia dollars (AUD), unless otherwise stated.
2. If there is any inconsistency between these terms and conditions and any other documents or information that refers to this **Promotion**, these terms and conditions shall prevail.
3. The **Promotion** is being offered by Mirvac Retail Estate Pty Ltd. **Promoter** means Mirvac.

ELIGIBILITY

4. This **Promotion** is only open to Australian residents aged 18 years or over (as of date of entry) acting on their own behalf (**Eligible Entrants**).
5. Mirvac reserves the right in its absolute and sole discretion to request winners to provide proof of identity and/or proof of residency at the time of claiming their prizes.
6. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the retailers in the Participating Building or any of the Promoter's agencies or suppliers that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.
7. Incomplete, indecipherable or illegible entries will be deemed invalid. If there is dispute as to the identity of an entrant, the **Promoter** reserves the right, its sole discretion, to determine the identity of the entrant.

PROMOTION PERIOD

8. The Promotion commences at 7:00am on Tuesday, 4 February 2025 and ends at midnight AEST Friday, 28 February 2025 ("**Promotion Period**").

HOW TO ENTER

9. The Promotion will be conducted at Heritage Lanes, 80 Ann Street, Brisbane
10. To receive an entry in this **Promotion**, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a. Download the Mirvac App
 - b. Choose Heritage Lanes as the location

- c. Create an account

LIMITS ON ENTRY

11. Limit of one (1) entry per eligible person.
12. Mirvac reserves the right to remove or disqualify an Eligible Entrant or their entry from the Competition if Mirvac, in its absolute discretion, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition may negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.

WINNER NOTIFICATION

13. The draw will take place at the Participating Centre at 9am on the business day following the closure of competition entries. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
14. 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

15. The total prize pool value is AUD \$600.
16. The prize pool includes:
 - a. 1 x \$600 The Merchant Exchange Gift Voucher
17. Prizes must be collected from Heritage Lanes Concierge, Level 1, 80 Ann Street, Brisbane QLD 4000. Photo ID must be shown on prize collection.
18. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

GENERAL

19. Prizes are subject to the standard terms and conditions of individual prize and service providers.
20. 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.
21. 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 the equal value and/or specification, subject to any written directions from a regulatory authority.

22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. 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.
24. The Promoter reserves the right, at any time, to verify the validity of entries 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.
25. 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.
26. The Promoter's decision is final, and no correspondence will be entered into.
27. 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.
28. 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.

29. The Promoter needs to collect personal information about each entrant in order to conduct the Promotion 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. 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 digital.marketing@mirvac.com. 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.
30. The **Promoter** is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000.
31. "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.