

**TERMS AND CONDITIONS**  
**12 DAYS OF CHRISTMAS GIVEAWAY**

1. Information on how to enter and gifts form part of these Terms and Conditions. Participation in the **12 Days of Christmas Giveaway Promotion (“Promotion”)** is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in **AEST Local Time**.

**ELIGIBILITY**

1. Subject to condition 3, this Promotion is only open to Australian residents **aged 18 years or over**.
2. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in any 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 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.

**PROMOTION PERIOD**

3. This Promotion commences at **12:01AM on Sunday 1 December 2024 and ends at 11:59PM on Thursday 12 December 2024 (“Promotion Period”)**.

**HOW TO ENTER**

4. The Promotion will be conducted at Collins Place (**“Participating Centre”**).

**“Participating Retailers”** means **stores where redemptions can be made**. An **“Ineligible Transaction”** means any transaction recorded on a valid receipt, as specified in **condition 7 below**.

5. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a) Sign up to become a Collins Place VIP.
  - b) Fully complete the official entry form available at the Participating Centre via the QR Code, including their full name, contact telephone number, valid email address and their suburb of residence. It is a condition of entering the Promotion that entrants agree for their personal information to be used in accordance with the purposes set out in these Terms and Conditions.

**LIMITS ON ENTRY**

7. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per eligible person per day; and (ii) each entry must be submitted separately and in accordance with the entry requirements.

## DRAW DETAILS

8. The draw will take place at Collins Place, 45 Collins Street, Melbourne, VIC 3000 at 9:00am on the day after of each prize announcement on the following dates (excluding weekends, where a draw is to take place on a weekend, this will be drawn at 9:00am Monday morning):

- Monday 2 December 2024
- Tuesday 3 December 2024
- Wednesday 4 December 2024
- Thursday 5 December 2024
- Friday 6 December 2024
- Monday 9 December 2024
- Tuesday 10 December 2024
- Wednesday 11 December 2024
- Thursday 12 December 2024
- Monday 16 December 2024

## WINNER NOTIFICATION

9. The provisional winner 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. Any winner of a prize valued at over \$1,000, will have their name and postcode published on the Participating Centre's website from **17 December 2024** for a period of 28 days.

## PRIZES

10. The winner/s of the Competition will receive the one of the following elements;

Element of Prize	Approx. value (incl GST)
x4 Kino Adult Regular Tickets	\$94.00
x1 MJ Bale \$500 Gift Voucher	\$500.00
x1 Schnitz \$50 Gift Voucher	\$50.00
x2 The Chocolate Box Hamper	\$200.00
x1 Seed \$500 Gift Voucher	\$500.00
x1 Kenzan Voucher	\$400.00
x1 LUXX Jewellery Necklace	\$1,500.00
x1 Guzman y Gomez \$60 Gift Voucher	\$60.00
x1 Jador Bouquet	\$200.00
x1 Dame \$200 Gift Voucher	\$280.00
x4 Kino Adult Regular Tickets	\$94.00

x1 Sofitel No35 High Tea for Two	\$210.00
<b>TOTAL</b>	<b>\$4,088.00</b>

These valuations are for campaign purposes only and reflect the retail price of the items as part of the promotional offer.

11. All gifts are to be inspected at the time of collection. The promoter will not be responsible for any damage and the items will not be replaced.
12. The promoter and its representatives accept no responsibility for any variation in the value of the gift.
13. The promoter accepts no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of the gift or the conduct of the promotion.

#### **GENERAL**

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. 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.
16. Gifts are subject to the standard terms and conditions of individual prizes and service providers.
17. If for any reason a customer does not take the gift at the time stipulated, then the gift will be forfeited and will not be redeemable in cash.
18. If any gift is unavailable due to reasons beyond the control of the Promoter, 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.
19. Gifts are not transferable or exchangeable and cannot be taken as cash, **unless otherwise specified.**
20. All participating individuals will be required to provide identification to collect the gift as there is a limit of one gift per person per day.
21. 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.

22. 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.
23. 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.
24. 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.
25. 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, the information provided will be removed from the Promoter's active marketing database. To request details to be removed, please go to <http://mirvac-retail.myopensign.com/unsubscribe> or write to the Marketing Manager, at the Participating Centre. 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.

The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as Collins Place (VIC) <https://www.collinsplace.com.au/>

26. "**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.