

**TERMS AND CONDITIONS FOR EAST VILLAGE
FESTIVAL OF YOU MONPURSE LUGGAGE TAG GIFT WITH PURCHASE
PROMOTION**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in the Festival Of You MonPurse Luggage Tag 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 NSW residents (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 the **EAST VILLAGE SHOPPING 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 participate in the Promoter's promotions.
4. This Promotion commences at 9 am on Thursday 18 October 2018 and ends at 3 pm on Sunday 21 October 2018, or when 120 valid claims are received, whichever occurs first in the "Promotion Period".
5. The Promotion will be conducted at East Village Shopping Centre.
6. To receive their MonPurse Luggage Tag, customers must complete the following steps during the Promotional Period.
 - (a) Spend at least \$80.00 collectively at the participating East Village retailers listed in appendix A or \$150.00 at Coles East Village in a single day during the promotional period.
 - (b) Present their own original valid receipt recording the quantifying spend (which must specify the store and date/time of purchase(s)) to the collection point located in centre during the following times;
 - 10am to 5pm Thursday 18 October 2018
 - 10am to 5pm Friday 19 October
 - 10am to 5pm Saturday 20 October
 - 10am to 5pm Sunday 21 October
 - (c) Fully complete the official digital claim form, including their full name, valid email address and their suburb of residence.
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. 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.
9. The total number of gifts to be provided under this Promotion is 120 MonPurse Luggage Tags. Please note that monogramming is only available at the time of redemption and no refunds or changes will be made once the details are submitted to MonPurse staff.
10. 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 the equal value and/or specification, subject to any written directions from a regulatory authority.
11. Total value of gifts to be provided under this Promotion is up to \$5,880, RRP for each MonPurse Luggage Tag is \$49.00.
12. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
13. 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.
14. The Promoter's decision is final and no correspondence will be entered into.
15. 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.

16. 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.
17. 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, East Village, 4 Defries Avenue Zetland NSW 2017. 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.
18. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 29, 200 George Street, Sydney NSW 2000 trading as East Village Shopping Centre at 4 Defries Avenue Zetland NSW 2017.
19. "**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.

20. Authorised under NSW Permit LTPM/17/02557

APPENDIX A

About Smiles Dentist	Top Juice
Baby Things	Venus Nails
Beaute Haus	Village Crown
Bowan Island Bakery	Vodafone Australia Pty Limited
Chemmart Pharmacy	Wok on Inn
Clever Aint Wise	Zetciti Asian Supermarket
Colins Butchery	
Cut Plus	
Degani	
Dogue	
East Phoenix	
E-Dragon Dumplings	
Eye District	
Fine Shine Car Wash	
Flight Centre	
Laser Clinics Australia	
Leah's Waxworks	
Lorna Jane	
Lucio Pizzeria	
Mad Mex	
Malkonyan Hair	
Mister Minit	
Natural Care Massage	
Olive and Bean Cafe	
Oliver Brown	
Optus	
Petstock	
Poseidon's Harvest	
Ribs & Burgers	
Salmon & Bear	
Share-Tea Bubble Tea	
Silver Service Dry Cleaners	
Sorrento	
SP Mobile	
Sushi Square	
Taisho Japanese BBQ & Hotpot	
Taste Baguette	
Taste Growers Market	
The Source Bulk Foods	
The Supplement Shack	