

## TERMS AND CONDITIONS FOR EAST VILLAGE SHOPPING CENTRE KIDS COLOURING COMPETITION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this **East Village Shopping Centre 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, 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 Greenwood Plaza 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 29 August 2018 and ends at 6 pm on 30 September 2018.
5. The Promotion will be conducted at East Village Shopping Centre ("Participating Centre").
6. To be eligible to participate in this Promotion to win a gift card, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Upload your child's completed East Village Jungle themed colouring pages (The Gorilla, Orangutan or Sloth) to Instagram and use the hashtag #EastVillageKidsColouring
  - (b) Follow @eastvillageVP Instagram account.
  - (c) Ensure your account is set to public.
7. The prize is one (1) \$50 East Village Gift Card, with winners chosen at random.
8. The total number of gifts to be provided under this Promotion is six (6) \$50 Gift Cards.
9. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

10. 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.
11. 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.
12. 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.
13. Total value of gifts to be provided under this Promotion is up to \$300.00.
14. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. 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.
16. The Promoter's decision is final and no correspondence will be entered into.
17. 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.
18. 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.

19. 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](mailto: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.
20. 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.
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.
22. Authorised under **NSW Permit LTPM/17/02557**