

TERMS AND CONDITIONS FOR 'ENTER TO WIN INSTANT EATS AND TREATS FOOD COURT GIVEAWAY'

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in 'ENTER TO WIN INSTANT EATS AND TREATS FOOD COURT GIVEAWAY' ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Brisbane local time.

2. Subject to condition 3, this Promotion is only open to QLD residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.

3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group or any of the tenants or retailers in the 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.

4. This Promotion commences at 05.00am on Monday 8th April 2019 and ends at 11.59pm on Sunday 30th April 2019 ("Promotion Period").

5. The Promotion will be conducted for the following shopping centre: Toombul (www.toombul.com.au & facebook.com/toombul); ["Participating Centre"].

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - i. Visit Toombul's new Food Court and follow the prompts to the online entry form displayed on the iPad in the Food Court;
 - ii. Fully complete the official online entry form, including their first name, contact telephone number, valid email address and their Suburb of residence and submit the entry form online.

7. There is a limit of one (1) entry per person, per day (based on Brisbane local time) during the Promotion Period. Each entry must be submitted separately and in accordance with the entry requirements.

8. The draw will take place at the Toombul Centre Management Office at 1015 Sandgate Road Nundah QLD 4012, at 12.00pm on Wednesday 1 May 2019. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant. The provisional winners will be notified by phone and email within 2 business days of the draw. Any provisional winners will only be deemed a winner once verified by the Promoter.

9. The first valid entry drawn will receive the major prize of an \$800 Toombul Food Court Gift Card.

Normal terms and conditions of utilising the Food Court Gift Card apply.

Any ancillary costs associated with redeeming the gift card is not included. Any unused balance of a gift card will not be awarded as cash. All Toombul Gift cards are valid for 3 years from the date of issue.

10. There is one thousand, six hundred and fifty six (1656) Food Items to be given away throughout the duration of the campaign from the following retailers: McDonalds, Origin Kebabs, Oz Carvery, Subway, Sushi D'Lite and Top Asian. The total retail value of the free foodie prizes is valued at RRP \$4,910.80.

Voucher Prize Conditions: Any ancillary costs associated with redeeming the food vouchers is not included. Any unused balance of a Food Court voucher will not be awarded as cash. Redemption of a Food Court voucher is subject to any terms and conditions of the issuer including those specified on the Food Court voucher. All Food Court vouchers distributed during the campaign are until 30 April 2019.

11. Total prize pool value of the promotion is \$5,710.80.

12. It is a requirement of entry into the Promotion that the entrant agrees that their personal information can be used in accordance with these Terms and Conditions, including for the purposes set out in clause 27.

13. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw on Wednesday 5 May 2019, subject to any directions from a regulatory authority. The winners, if any, will be notified by email within 2 business days of the draw by email and phone.

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. Prize is subject to the standard terms and conditions of individual prize and service providers. 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.

17. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

19. 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.

20. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

21. 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.

22. The Promoter's decision is final and no correspondence will be entered into.

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 States 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 or taking of a prize.

25. It is a condition of taking a prize, each winner (or if under 18, their parent or guardian) must sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.

26. The Promoter needs to collect personal information about each entrant 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. By entering the entrant agrees that 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 RetailNationalMarketing@mirvac.com or write to the National Marketing Manager, Mirvac Retail, 200 George Street, Sydney NSW 2000. 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>. The Privacy Policy also contains the Promoter's complaint handling procedures. All entries remain the property of the Promoter.

27. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 6 5 0 0 3 3 4 2 4 5 2) of 200 George Street, Sydney NSW 2000.

28. "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.