

## BROADWAY SYDNEY GIFT BOX GIVEAWAY COMPETITION Terms and Conditions

### Background to Competition

1. Broadway Sydney (**Mirvac** or the **Promoter**) recently introduced the Gift Box Giveaway Competition (**Competition**).
2. The Competition is open for a limited time. The Competition commences at 9:00am on 18 November 2021 and ends at 9:00pm on 2 January 2022 (**Competition Period**). All references to time in these terms and conditions are a reference to local time in Sydney, Australia.
3. Subject to these terms and conditions, Mirvac will be giving away eight (8) Christmas Gift Boxes to eight (8) Eligible Entrants.
4. The following terms and conditions apply to the Competition. Entry into the Competition is deemed acceptance of these terms and conditions. A reference to Mirvac or the Promoter in these terms and conditions includes, where appropriate, Mirvac's employees, officers, volunteers, agents and contractors.

### Competition Terms and Conditions

#### Eligibility to enter the Competition

5. Entry to the Competition is open to natural persons over the age of 18 acting on their own behalf (**Eligible Entrants**). The Competition is not open to:
  - a. businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons; or
  - b. directors, management, employees and agents of Mirvac (and any of Mirvac's Related Bodies Corporate' as defined in the *Corporations Act 2001* (Cth)) and their immediate families.
6. The Eligible Entrant will be deemed to be the person who submitted the entry. If there is a dispute as to the identity of an Eligible Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

#### How to enter the Competition

7. To enter the Competition, Eligible Entrants must, during the Competition Period:
  - a. Complete all details in the online form to enter, including but not limited to, full name, email address and postcode. By completing the online form you agree to subscribe to Broadway Sydney.
  - b. Select the preferred gift box that you would like to win (eight (8) in total).
8. Eligible Entrants may only enter the competition once and choose one entry.
9. The time of entry is deemed to be the time the entry is received by Mirvac.

10. All entries become the property of Mirvac once they are received by Mirvac.
11. Eligible Entrants must disclose to Mirvac any issues that may generate negative publicity and impact on the success of this Competition and/or Mirvac at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.
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 or the Eligible Entrant's continued involvement in the Competition will (in any way) negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.
13. It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of Mirvac and for their entry to be photographed, videoed and/or used for a story or feature on this Competition and to appear in print, digital, film or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature (including creative control) will remain at the discretion of Mirvac at all times. Any story or feature does not create a relationship of employer and employee, principal and agent, partnership or joint venture or similar between the Eligible Entrant and Mirvac.

Drawing of winners

14. Winners the Competition will receive one gift box. (**Prize**). The total value of the Prize is approximately \$500 - \$1000 AUD, depending on which box is won. The total prize pool is \$5974.52 AUD.

<b>FOR: MR STEEZ</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
Ray-Ban RB3016 CLUBMASTER	Sunglass Hut	205
Beats Solo3 Wireless On-Ear Headphones (White)	Harvey Norman	398
Veja V-10	Hype DC	199.99
Stussy Graffiti Terry Bucket Hat (White)	General Pants	69.95
Cotton Stretch 3 Pack Trunks	Calvin Klein	99.95
Uppercut Deluxe Clay	General Pants Co	28
<b>VALUE</b>		<b>\$1000.89</b>

<b>FOR: THE PARTY STARTER</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
Raychie Kermit Green Patent Leather Angular Heel Sandal	Wittner	220
Kiss of Magic Lip Kit	MAC Cosmetics	63
Champagne Flute Pure Schott	Wheel & Barrow	120
Moet & Chandon Brut NV Champagne 750ml	Liquorland	75

Gold Textured Geometric Drop Earrings	Lovisa	25
Faux Leather Snake Shoulder Bag	Glassons	29.95
Polaroid Go Camera (white)	Camera House	199.95
2x Polaroid Go Film (Double Pack)	Camera House	36.95
<b>TOTAL VALUE</b>		<b>\$769.85</b>

<b>FOR: YOUR PAWFECT POOCH</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
Buddy & Belle Ceramic Treat Jar 1.9L	Petstock	34.99
Buddy & Belle Cream Ceramic Bowl on Stand 1.25L	Petstock	29.99
Buddy & Belle Tan Leather Dog Lead	Petstock	44.99
Buddy & Belle Tan Leather Collar (Medium)	Petstock	29.99
Ziwipeak Daily Dog Cuisine Mackerel & Lamb Dry Dog Food (1kg)	Petstock	74.99
Petstock Xmas BonBon	Petstock	9.99
North Pole Round Snowman Small	Petstock	14.99
Petstock voucher	Petstock	300
<b>TOTAL VALUE</b>		<b>\$539.93</b>

<b>FOR: THE SUMMER LOVER</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
JBL Flip 5 Bluetooth Speaker (Blue)	JB Hi-Fi	199
The Success Experiment Book	Dymocks	32.99
Ultra Voilette Queen Screen Luminising Sun Serum SPF 50+ • 50ml	Sephora	47
Damon - Sunglasses	Oscar Wylee	199
adidas Adilette Aqua Mens Slides Black / White	Rebel	34.99
Beach Vibes Bat	Adairs	24.99
Sand Free Beach Vibes Beach Towel	Adairs	74.99
Polaroid Now I-Type Instant Camera – Mint	JB Hi-Fi	229.95
Polaroid i-Type Colour Film (Daydream edition)	JB Hi-Fi	42
Polaroid i-Type Colour Film (Double pack)	JB Hi-Fi	59.95
<b>TOTAL VALUE</b>		<b>\$944.86</b>

<b>FOR: THE FOODIE</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
Kitchen Aid Artisan Stand mixer - White	Harvey Norman	949
<b>TOTAL VALUE</b>		<b>\$949</b>

<b>FOR: THE HOME LOVER</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
iRobot Roomba Vacuum Cleaner	Harvey Norman	350
<b>VALUE</b>		<b>\$449</b>

<b>FOR: THOSE CHEEKY KIDS</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
LEGO Ideas Home Alone Build	LEGO	399.99
LEGO voucher	LEGO	100
<b>VALUE</b>		<b>499.99</b>

<b>FOR: THE BEAUTY QUEEN</b>		
<b>PRODUCT</b>	<b>RETAILER</b>	<b>RRP</b>
Mystic Mist Mini Fix+ Trio	MAC	59
Diptique Baies Carousel Candle 160g	MECCA	166
Biossance, Light The Way Gift Set	Sephora	110
Laneige, Brighter Days Gift set	Sephora	55
Nudestix, Dark Romantics Magnetic Eye Color Pencil set,	Sephora	90
Slip, Skinnies Bauble Nightlife	Sephora	35
Sulwhasoo, Cult Classic Skincare Set	Sephora	245
<b>TOTAL VALUE</b>		<b>760</b>

15. There will be eight (8) winners randomly selected, one for each gift box. The judges' decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
16. Mirvac will notify winners by 11:00am 4<sup>th</sup> January 2022 via email.
17. If a winner does not claim a Prize by 11:00am 4<sup>th</sup> April 2022, Mirvac will deem the winner to be no longer eligible to receive the Prize. In that event, Mirvac will conduct a redraw 5<sup>th</sup> April 2022 the same time and place as the first draw.
18. This Competition is one of chance.

Prize

19. The Prize may be subject to specific terms & conditions as required by the issuer or supplier of the Prize.
20. The Prize is non-transferrable, non-refundable and, to the extent that it comprises of non-cash elements, cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Competition or receiving the Prize are the sole responsibility of the Eligible Entrant.
21. If the Prize or any element of the Prize becomes unavailable for reasons beyond Mirvac's control, the Mirvac may substitute a prize or element of a prize of equal or greater value at Mirvac's sole discretion, subject to any written directions from any relevant authorities. Winners will not be entitled to any additional compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.
22. Eligible Entrants forfeit all rights to receiving the Prize or participate in the Competition if an Eligible Entrant does not comply with any of these terms and conditions.

#### **Further Terms and Conditions of Competition**

The following additional terms and conditions also apply to the Competition:

23. Each person participates in the Competition at their own risk.
24. Mirvac's decisions in relation to all aspects of this Competition are final and binding on all who enter, and no correspondence will be entered into.
25. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) Mirvac reserves the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Competition.
26. Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
27. To the extent permitted by law, Mirvac is not liable to the Eligible Entrant for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the Eligible Entrant's participation in this Competition even if Mirvac has been advised of the possibility of such loss or damages.
28. Without limiting paragraph 27, Mirvac is neither responsible nor liable for:
  - a. any entry or claim for the Prize that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by Mirvac) including because of any failure in telecommunications equipment or service;
  - b. any postage costs including but not limited to courier costs in sending the entry to Mirvac's address
  - c. any financial, legal or tax liability that may arise from participation in the Competition; or
  - d. any defect or technical problem associated with the Prize.

29. In the event of a dispute between an Eligible Entrant and Mirvac concerning the conduct of this Competition or the claiming of the Prize, the Eligible Entrant agrees that:
- a. in the first instance, the Eligible Entrant and an authorised person of Mirvac (other than the authorised person of Mirvac who draws the Prize) must meet and use reasonable endeavours to resolve the dispute; and
  - b. if the dispute is not able to be resolved in accordance with clause 31(a) within 7 days of the parties meeting, the dispute will be referred to an independent expert mediator appointed jointly by the parties, who must make a determination within 30 days of appointment that will be final and binding on the parties.

Any costs incurred by the mediator must be paid equally by the Eligible Entrant and Mirvac.

30. These terms and conditions are governed by the laws of NSW.

#### **Privacy Collection Statement**

31. The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third parties agents and services providers. Mirvac also uses your personal information for related purposes including to request your feedback on the products and services provided by Mirvac. If you do not provide all the personal information Mirvac requests from you, Mirvac may be unable to provide these products or services to you.
32. Mirvac may disclose personal information about you to third party agents and service providers to assist Mirvac in the operation of its business to provide the products and services you request. Your personal information may also be disclosed to overseas recipients who use the personal information to assist Mirvac in the operation of its business in countries including, but not limited to, the United States of America, the Philippines, Japan and United Kingdom.
33. The Mirvac Group Privacy Policy (available on [www.mirvac.com](http://www.mirvac.com)) contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. You can also contact our Mirvac Privacy Officer using the following details: Phone: (02) 9080 8000; Email: [privacy@mirvac.com](mailto:privacy@mirvac.com); and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
34. By participating in the Competition, you agree to Mirvac using your personal information to promote its products and services. If you no longer wish to receive Competitional information from Mirvac, you may advise Mirvac of your wish. The Mirvac Group Privacy Policy contains information about how you may send your request to Mirvac.