

BROADWAY SYDNEY BLACK FRIDAY PLAY N WIN Terms and Conditions

Background to Competition

1. Mirvac Real Estate Pty Ltd ABN 65 003 342 452 (**Mirvac** or the **Promoter**) recently introduced the Black Friday Play N Win (**Competition**).
2. The Competition is open for a limited time. The Competition commences at 12:00pm on Thursday 23rd November 2023 and ends at 6:00pm on Monday 27th November 2023 or until the prize pool is exhausted (**Competition Period**). All references to time in these terms and conditions are a reference to local time in **Sydney, New South Wales**.
3. 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.
4. This Competition is authorised under NSW Authority Number TP/02309
5. NOTIFICATION TRADE PROMOTION NUMBER NTP/05417.

Competition Terms and Conditions

Eligibility to enter the Competition

6. 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
7. 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

8. To enter the Competition, Eligible Entrants must, during the Competition Period:
 - a. Spend \$60 or more at any stores located within Broadway Sydney (excluding Aldi, Coles and Harris Farm Markets) (**Broadway Stores**) and obtain a receipt (or receipts) from the Broadway Stores which shows they have spent \$60 or more (this may be in more than one transaction) (**Receipts**);
 - b. Present their Receipts to the staff member at the activation located on level 1 of Broadway Sydney between the hours listed in the table below, near MAC) (**Activation**) on the same day that the \$60 or more has been spent;

DATE	ACTIVATION HOURS
Thru 23 Nov	12:00pm - 7:00pm
Fri 24 Nov	11:00pm - 7:00pm
Sat 25 Nov	12:00pm - 6:00pm
Sun 26 Nov	12:00pm - 6:00pm
Mon 27 Nov	12:00pm -6:00pm

- c. Answer the questions at the Activation to win a prize and,
 - d. Complete their details as required by the online form (which will include but is not limited to full name, email and postcode and subscribing to the Broadway Sydney database);
9. Eligible Entrants may submit 1 (one) entry per person per day during the Competition Period. The Eligible Entrant can only enter the Competition on the same date as their Receipts and must claim their prize on that same day.
 10. The time of entry is deemed to be the time the entry is received by Mirvac.
 11. All entries become the property of Mirvac once they are received by Mirvac.
 12. 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.
 13. 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.
 14. 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

15. There will be up to 1702 winners for the Competition.

16. Eligible Entrants of the Competition will instantly receive a prize at random after answering 3 questions (**Prize**). The Prizes are set out below:

Prizes	Prizes	QTY	RRP	Value
MAC	Fix+ Original 30ml	10	32	320
MAC	Matte Lipstick in shade Mehr	5	37	185
MAC	Matte Lipstick in shade Taupe	5	37	185
Sephora	Product	100	0	1500
Little Duck	Coffee	200	4.5	900
Kmart	\$20	5	20	100
Kmart	\$200	1	200	200
LCA	\$200	1	\$200	200
LCA	\$20	3	\$20	60
LCA	\$100	2	\$100	200
Broadway Gift Cards	\$10	100	\$10	1000
Broadway Gift Cards	\$20	25	\$20	500
Broadway Gift Cards	\$50	5	50	250
Broadway Gift Cards	\$200	5	200	1000
Boost	Medium Boost	14	8	112
Shepards	Pies	50	7	350
hoys	voucher	10	25	250
Broadway	Free Parkin g	100	78	7800
Total				15112

17. The total value of the Prize is approximately \$15112.00
18. Winners will be issued with their Prize by Mirvac, in person, instantly after completing the set of questions and entering their details. As set out above, the Prize will either be in the form of a product or a voucher for a product.
19. The Prize may be subject to specific terms & conditions as required by the issuer or supplier of the Prize which in some instances will not be Mirvac.
20. If a winner does not claim a Prize after spinning the Wheel, Mirvac will deem the winner to be no longer eligible to receive the Prize. There will be no redraws or the opportunity to swap a Prize.
21. 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.

22. If the Prize or any element of the Prize becomes unavailable for reasons beyond Mirvac's control, then 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.
23. 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.
24. This Competition is one of chance.

Further Terms and Conditions of Competition

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

25. Each person participates in the Competition at their own risk.
26. 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.
27. In the event of unforeseen circumstances, war, terrorism, pandemic, 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.
28. Failure by Mirvac to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
29. 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.
30. Without limiting paragraph 29, 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 financial, legal or tax liability that may arise from participation in the Competition;
 - c. the consumption or use of the Prize; or
 - d. any defect or technical problem associated with the Prize.
31. 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.

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

Privacy Collection Statement

33. The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services. 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.
34. 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.
35. The Mirvac Group Privacy Policy (available on 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; and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
36. 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.