

**TERMS AND CONDITIONS FOR  
'Win a JBL Portable Speaker'**

1. Participation in the 'Win a JBL Portable Speaker' ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in **AEST** local time.
2. Subject to condition 3, this Promotion is only open to Queensland residents.
3. The following are ineligible: (i) employees of the Promoter, the Mirvac Group 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 participate in the Promoter's promotions.
4. This Promotion commences at 9.00am on 7 April 2021 and ends at 11.59pm on 18 April 2021. Despite any other provision in these Terms and Conditions, the Promoter may extend the Promotion Period at its discretion and without prior notice.
5. The Promotion will be conducted at Orion Springfield Central ("Participating Centre").
6. To be eligible to participate in this Promotion, eligible individuals must, during the Promotion Period,
  - i. Take a photo in-centre and upload it to Instagram or Facebook with the hashtag #OrionOChella during the promotional period. Social media accounts must be set to public for entries to be considered valid.
7. Unlimited number of entries allowed per person.
8. The Promotion Prize is a JBL Charge 4 Portable Bluetooth Speaker valued at \$229
9. The Promoter reserves the right, at any time, to verify the validity of 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.
10. 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.
11. The Prize value for this Promotion is \$229.
12. The Prize is not transferable or exchangeable and will not be replaced if lost or stolen.

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 COVID-19, 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. 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.
16. 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, select Unsubscribe from within each respective participating centre's email communication, or write to the National Marketing Manager, **Mirvac, 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>. All claims remain the property of the Promoter.
17. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000 trading as (**Orion Springfield Central**) at (**1 Main Street Springfield Central QLD 4300**).

18. **“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.