

TERMS AND CONDITIONS FOR ORION SPRINGFIELD CENTRAL - RE-GIFT FOR GOOD PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Re-Gift For Good Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Queensland local time.
2. Subject to condition 3, this Promotion is only open to Queensland residents 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 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 by birth or 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 11:00am on 27 December 2018 and ends at the Participating Centre at 4.00pm on 20 January 2019 ("Promotion Period").
5. The Promotion will be conducted at Orion Springfield Central shopping centre ("Participating Centre").
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Deliver a new, un-used gift to the Customer Service Desk located in Town Square during Customer Service opening hours, during the promotional period as listed above. The gift must have an RRP of \$14.95 or over. The gift must be in original packaging and if possible, tags still attached.
 - (b) The judge's decision is final. No correspondence will be entered into. By entering into this competition, you understand acceptance of your gift is at the judge's discretion and your gift must adhere to the above guidelines.
 - (c) Provide the Customer Service representative their full name, contact telephone number, valid email address and their suburb of residence.
7. Individuals will receive one entry form into the competition, per gift, per day.
8. The draw will take place at the Orion Springfield Central at 1 Main Street, Springfield Central QLD 4300 after 9.00am on 23 January 2019. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.
9. The provisional winners will be notified by email or phone within 2 business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

10. Total prize pool value is \$1,000.
11. Any unused balance of the Orion Springfield Central Gift Card will not be awarded as cash. Orion Springfield Central Gift Card terms and conditions apply. Orion Springfield Central Gift Cards are only redeemable at accepting retailers. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to procure the cancellation of any Gift Card issued in connection with those receipts at any time.
12. 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 15 April 2019, subject to any directions from a regulatory authority. The winner will be notified by email or phone within 2 business days of the draw.
13. Incomplete, indecipherable or illegible entries will be deemed invalid.
14. 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.
15. 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.
16. 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 of equal value and/or specification, subject to any written directions from a regulatory authority.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
19. 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.

20. The Promoter's decision is final and no correspondence will be entered into.
21. 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.
22. 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 the prize.
23. It is a condition of taking the prize, that the winner sign a deed of release and indemnity in the form required by the Promoter or any prize supplier.
24. 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. If the entrant opts in at time of entry, 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 Marketing Manager, Orion Springfield Central, 1 Main Street Springfield Central QLD 4300. 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 entries remain the property of the Promoter.

25. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 29, 200 George Street, Sydney NSW 2000 trading as Orion Springfield Central at 1 Main Street Springfield Central QLD 4300.
26. "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.