

TERMS AND CONDITIONS FOR 'FUN BUNDLE' PROMOTION

1. Participation in this **Fun Bundle** Promotion ("**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 12.01am on 3 January 2023 and ends at 11.59pm on 30 January 2023, or whilst stocks last. 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 participating retailers at Orion Springfield Central (www.orionspringfieldcentral.com.au) "**Participating Retailers**" means Orion Springfield Central restaurants, Timezone and Event Cinemas Orion Springfield Central. An "**Excluded Retailer**" means any retailer that is not on the below participating list.

Participating Retailers are:

- Beach House Bar and Grill
- Crema Espresso
- Eat Sushi
- Gelatissimo
- Grill'd
- Kitchen 66
- Nori Thai
- Orion Hotel
- Ozi's Yeros
- San Churro
- Sushi Hiroba
- Toast N Roast
- The Coffee Club
- Vapiano's

How Eligible Customers can purchase and collect their Food & Flicks Pass

6. To be eligible to participate in this Promotion, eligible individuals must, during the Promotion Period,
 - i. Purchase a 60-minute Timezone Play pass from Timezone Springfield Central during promotion period

- ii. Timezone staff will provide a free Event Cinema Springfield movie ticket, please note the terms and conditions on the ticket.
 - iii. And a \$5 food voucher.
7. Event Cinema Orion conditions of movie ticket:
 - i. Entitles the holder to one adult or student admission to a standard session at Event Cinema Orion on the same day
 - ii. The ticket will not be extended, replaced or refunded
 - iii. Seating is subject to availability.
 - iv. Surcharges apply for Recline, 3D or V-Max. 3D glasses sold separately.
 - v. Not valid for Gold Class, 4DX, Movie Marathons, special events, Chicks at the Flicks or alternate content screenings.
 - vi. Expiry date applies.
8. \$5 Food Voucher
 - i. Valid until 11:59pm 31 January 2023
 - ii. Cannot be used with any other offer
 - iii. Cannot be refunded or exchanged for cash
 - iv. Individual stores terms and conditions may apply including, but not limited to, a restricted number of vouchers being used per bill or a minimum order value or transaction numbers – please check with individual stores prior to placing an order.
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 total number of complimentary movie tickets to be provided under this Promotion is 200 (valued at \$4,700).
12. The movie tickets are not transferable or exchangeable and will not be replaced if lost or stolen.
13. The total number of \$5 food vouchers to be provided under this Promotion is 200 (valued at \$1,000).
14. 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.

15. The Promoter's decision is final, and no correspondence will be entered into.
16. 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.
17. 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.
18. The "**Promoter**" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of 200 George Street, Sydney NSW 2000 trading as (**Orion**) at (**1 Main Street Springfield Central QLD 4300**).
19. "**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.