

ORION \$5 EATS 2023

Terms and Conditions

Background to Competition

1. Mirvac Real Estate Pty Ltd ABN 65 003 342 452 (**Mirvac** or the **Promoter**) recently introduced the Orion \$5 Eats 2023 (“**Promotion**”).
2. Participation in the ‘\$5 Eats’ 2023 Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions. All times and dates throughout these Terms and Conditions are based on Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Savings Time (AEDST) as the case requires.
3. The following terms and conditions apply to the Promotion. Entry 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.

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Eligibility to enter the Promotion

4. Subject to condition 6, this Promotion is only open to Australian residents aged 13 years or over.
5. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
6. 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.
7. Promotion commences at 10:00am AEST on Tuesday 3rd October 2023 and ends at 4:00pm AEST on Monday 11th December 2023 (“Promotion Period”).

How to enter the Competition

8. To enter, eligible individuals must, during the Promotion Period, visit any one of Orion Springfield Central’s participating cafes or restaurants, scan the QR code on the counter card, complete the form and subscribe to ‘Together & Co’ by ticking the box. By entering your details, you are agreeing to sign up to Orion Springfield Central’s database.

9. Participating stores: Kitchen 66, Long Chef, Origin Kebab, Star Sushi, Sunshine Kitchen and Toast n Roast.
10. Customers must present their completed entry form at participating cafés or restaurants, to receive their \$5 meal.
11. Maximum allocations of 200 \$5 meals per day.
12. Eligible Entrants may claim 1 (one) \$5 meal per email, per day.
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. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. 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, to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. The Promoter's decision is final, and no correspondence will be entered into.
18. 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.
19. 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 a prize.

20. In the event of a dispute between an Eligible Entrant and Mirvac concerning the conduct of this Promotion or the claiming of the Prize, the Eligible Entrant agrees that: a. in the first instance, the Eligible Entrant and an authorised person of 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 19 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.
21. These terms and conditions are governed by the laws of QLD.

Privacy Collection Statement

22. The Mirvac Group (Mircac 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.
23. 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.
24. The Mirvac Group Privacy Policy (available on www.mircac.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@mircac.com; and Address: 'Mircac Privacy Officer', Mircac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.
25. 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.