

**TERMS AND CONDITIONS FOR
WIN A NINTENDO SWITCH 2 COMPETITION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Win a Nintendo Switch 2 Competition ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in **AEST Local Time**.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents (including international students residing in Australia) **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 any 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 natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

4. This Promotion commences at **12:00am on 26th March 2026 and ends at 11:59pm on 26th April 2026 ("Promotion Period")**.

HOW TO ENTER

5. The Promotion will be conducted at **Rhodes Waterside ("Participating Centre")**. "**Participating Retailer**" means all stores.
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a. Access the official entry form by scanning the QR Code at the Participating Centre or visiting the Participating Centre's website, email communications or social media accounts;
 - b. Fully complete the official entry form including full name, contact telephone number, valid email address and postcode of residence;
 - c. Subscribe to the Participating Centre's database and opt in to receive communications from the Participating Centre, **including news, events and offers ("Centre Communications")**;
 - d. Submit the entry form.
7. Entry is conditional upon subscribing to the Participating Centre and providing consent to receive communications from the Participating Centre. Entrants must remain opted in for the entire Promotion Period to be deemed eligible.

LIMITS ON ENTRY

8. Limit of one (1) entry per person for the duration of the Promotion Period. Each entry must be completed separately and in accordance with the entry requirements.

DRAW DETAILS

9. The draw will take place at Rhodes Waterside **at 1 Rider Blvd, Rhodes NSW 2138 at 10am on 27th April 2026**. A computer program will be used to draw 1 (one) prize winner with each entry having an equal chance of winning.

The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

10. Mirvac will notify the winners by email on 30th April 2026. Any winner will only be deemed a winner once verified by the Promoter. The winner(s) will need to collect their prize from **1 Rider Blvd, Rhodes NSW 2138**. The winner(s) name and postcode will be published on the Participating Centre's website from the date of the draw for a period of 28 days.

PRIZE

11. **Total Prize Pool Value** is valued at \$769.95 AUD consisting of:

- One (1) Nintendo Switch 2 + Mario Kart World Digital Bundle

CLAIMING PRIZE

12. The Promoter reserves the right to request the winner provide proof of identification and/or proof that they were responsible for the winning entry.

UNCLAIMED PRIZE DRAW

13. If the prize is unclaimed by 18th May 2026, an unclaimed prize draw may take place on **19th May 2026 at 10am** at the same location as the original draw Rhodes Waterside **at 1 Rider Blvd, Rhodes NSW 2138**), subject to any written directions from a regulatory authority.
14. The winner of the unclaimed prize draw will be notified via email within 15 business days of the draw.

GENERAL

15. Incomplete, indecipherable or illegible entries will be deemed invalid.
16. 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.
17. Prize is subject to the standard terms and conditions of individual prize and service providers.
18. 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.

19. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, **unless otherwise specified**.
21. 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.
22. The Promoter reserves the right, at any time, to verify the validity of entries 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.
23. 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.
24. The Promoter's decision is final, and no correspondence will be entered into.
25. 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.
26. 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.

27. The Promoter needs to collect personal information about each entrant in order to conduct the Promotion and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and as required to the 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 go to <http://mirvac-retail.myopensign.com/unsubscribe> or write to the Marketing Manager, at the Participating Centre. 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.
28. The **"Promoter"** is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading **Rhodes Waterside (NSW)** <https://www.rhodeswaterside.com.au/>.
29. **"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.

Mirvac is facilitating the Competition under NSW Permit TP/01095.