'Sail into Savings Spend & Win' Terms and Conditions

Background to Competition

- Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Sail into Savings Spend & Win (**Competition**) is deemed acceptance of these Terms and Conditions.

- If there is any inconsistency between these terms and conditions and any other documents or information that refers to this Competition, these terms and conditions shall prevail.

- The Competition is being offered by Birkenhead Point Outlet Centre. **Promoter** means Birkenhead Point Outlet Centre.

- The Competition is open for a limited time. The Competition is open to the first 250 redemptions per day between Thursday 26 November to Monday 30 November 2026 from 12:00PM to 4:00PM or until all units are exhausted (**Competition Period**). All references to time in these terms and conditions are a reference to AEST. All monetary amounts are expressed in Australian dollars (AUD), unless otherwise stated. Any entries received outside the **Competition Period** will not be accepted.

- Subject to these terms and conditions, the **Competition** will be conducted at: Birkenhead Point Outlet Centre, (**Participating Centre**). The **Participating Centre** will be running a 'spend to enter' competition where customers enter the competition by spending a minimum of $200 in one or two transactions at **Participating Retailers**, subscribe to the **Participating Centre** database, and upload a copy or photo of the receipt to gain a single entry in the **Sail into Savings Spend & Win Competition. Participating Retailers** include all Birkenhead Point retailers, excluding supermarkets (Aldi and Coles Local)**.** One (1) play per eligible customer will be allowed. Each eligible customer will have a chance to drop the promotional token down the Sail into Savings board to win a prize; the envelope the token lands on will determine the prize issued to each eligible customer.

- The following terms and conditions apply to the Competition. NSW TP/01095 Permit

Competition Terms and Conditions

Eligibility to enter the Competition

- Subject to paragraph 9, entry into the Competition is open to Australian permanent residents, aged 18 years and over (as at the date of entry) acting on their own behalf (**Eligible Entrants**).

- Birkenhead Point Outlet (**Mirvac**) reserves the right in its absolute and sole discretion to request the winner to provide proof of identity and proof of residency at the time of claiming the Prize.

- The Competition is not open to:

    - businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons;

    - directors, management, officers, contractors and employees of:

        (i) the Promoter,

        (ii) the Prize Supplier (if different to the Promoter);

(iii) any person or entity involved in determining the winner; or

(iv) any other person, company, supplier or agency associated with the Competition or involved in the management of any benefiting business including of any prize provider;

- a spouse, de facto spouse, partner, guardian, parent, child, sibling (whether natural or by marriage or adoption) of any person referred to in sub-paragraph (b).

How to enter the Competition

- To enter the Competition, Eligible Entrants must, during the Competition Period:
  - Spend a minimum of $200 in one or two transactions at the **Participating Retailers** and retain proof of purchase in form of a receipt. A maximum of two receipts can be combined to qualify for the minimum spend value. Each receipt can only be used for one entry and cannot be reused for multiple entries. All receipts must be dated the same day and entered on that day.
  - Visit the **Sail into Savings Spend & Win** installation on level 1, upload a copy of the receipt/s outlined in clause 5, fully complete the official entry form, including their full legal name, valid contact number, valid email address, valid postcode and subscribe to the **Participating Centre** database. Entrant must remain subscribed to the database until at least the date of draw or any re-draw to be eligible.
- Multiple entries in the one day are not permitted. Limit of one (1) entry per day, per person in line with condition 10.a.
- Eligible Entrants must disclose to Birkenhead Point Outlet (Mirvac**)** any issues that may generate negative publicity and impact on the success of this Competition at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.
- Mirvac reserves the right to remove or disqualify an Eligible Entrant or their entry from the Competition if Mirvac, in its absolute discretion, deems that the entry is inappropriate or considers the Eligible Entrant's continued involvement in the Competition may negatively impact on the success of the Competition and/or negatively influence the general purpose of the Competition. No correspondence will be entered into.
- It is a condition of participating in the Competition that Eligible Entrants agree to be interviewed, photographed or filmed by or on behalf of the Promoter and for their entry to be photographed, videoed and/or used for a story or feature on this Competition and to appear in print, digital, film or social media content (or any other form of media it deems suitable) on a royalty free basis for an unlimited period without remuneration or reference to the Eligible Entrant. Any story or feature (including creative control) will remain at the discretion of the Promoter at all times. Any story or feature does not create a relationship of employer and employee, principal and agent, partnership or joint venture or similar between the Eligible Entrant and the Promoter.

Drawing of the winner(s)

- To enter, customers who spend $200+ in one or two transactions in centre in one day for your chance to play our interactive spin the wheel game to reveal a mystery prize and win from the $20,000 prize pool.

- Prizing is subject to availability of the prizes within the Sail into Savings prize pool. The participant will be notified immediately if they are eligible for a prize.

- Mirvac reserves the right to redraw in case of an invalid entry or invalid entrant. Mirvac's decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.

- Mirvac will immediately notify the winner(s) by verbal confirmation at the Sail into Savings set. The winner(s) will have the winning prize handed to them immediately on the day. Any additional costs associated with redeeming the voucher prizes will be at the own expense of each entrant.

Prize(s)

- Retailer Vouchers, Food Vouchers, BHP Gift Cards, plus Mystery Prizes include Georg Jensen Christmas Ornament, to add to the Christmas tree!

Prize	Per Day Qty	Per Day $	5 Days Qty	5 Days $
Christmas Ornament	25	$1,125	125	$5,625
$25	`20	$500	100	$2,500
$10	48	$486	240	$2,400
Retailer Dining Vouchers	150	$1,500	750	$7,500
Retailer Vouchers	10	$500	50	$2,500

Total approx. Prize Pool: $20,525

- Unless otherwise expressly stated, Prize values are based on the recommended retail prices in Australian currency at the time of first publication of these terms and conditions (inclusive of GST). The Promoter does not accept responsibility for any change in the Prize value between now and the date the Prize is collected by the rightful winner.

- Responsibility for supply of each element of the Prize lies solely with **the Promoter**. Each other entity comprising the Promoter is not responsible for supply of the relevant element of the Prize.

- The Prize (or any element of it) may not, without the prior written consent of the prize supplier and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If the Prize or any part thereof is sold or used in breach of this condition, the Promoter and/or the Prize Supplier may, in their absolute discretion, withdraw the Prize or any element of it. Where a Prize or element has been withdrawn in accordance with this paragraph, no refund, substitute or compensation will be offered.

- The Prize(s) may be subject to specific terms & conditions as required by the issuer or supplier of the Prize(s).

- The Prize(s) are non-transferrable, non-refundable and, to the extent that it comprises of non-cash elements, cannot be exchanged for cash. All taxes which may be payable as a consequence of receiving or participating in the Competition or receiving the Prize are the sole responsibility of the winner.

- If the Prize or any element of the Prize becomes unavailable for reasons beyond the Promoter's control, then the entity responsible for the relevant element of the Prize may substitute a prize or element of a prize of equal or greater value at that entity's sole discretion, subject to any written directions from any relevant authorities. The winner will not be entitled to any compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.

- Eligible Entrants forfeit all rights to receiving the Prize(s) or participate in the Competition if an Eligible Entrant does not comply with any of these terms and conditions.

Further Terms and Conditions of Competition

The following additional terms and conditions also apply to the Competition:

- In consideration of the Promoter permitting the Eligible Entrant to enter and participate in the Competition, the Eligible Entrant:

  (a) releases the Promoter (and each of its Related Bodies Corporate, directors, officers, employees, volunteers, contractors, sponsors and/or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (to the extent permitted by law) however arising that the Eligible Entrant may have or may have had but for this condition arising from or in connection with each Eligible Entrant's participation in the Competition including any claim or liability which arises due to any act, omission or negligence of the Promoter (and each of its Related Bodies Corporate, directors, officers, employees, volunteers, contractors, sponsors and/or agents) or in respect of any injury, death, or loss or damage to person or property; and

  (b) indemnifies the Promoter (and each of its Related Bodies Corporate, directors, officers, employees, volunteers, contractors, sponsors and/or agents) and all corporations or persons that may sponsor, promote or donate a product or service to the Competition in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with the Eligible Entrant's participation in the Competition.

- The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter, and no correspondence will be entered into.

- Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.

- To the extent permitted by law, the Promoter is not liable to the Eligible Entrant for any loss or damage, any personal injury or death or negligence, whether direct, indirect, consequential, exemplary, incidental, special or punitive (including loss of opportunity and loss of profit) suffered, sustained or arising out of or in connection with the Eligible Entrant's participation in this Competition, the Prize (or any element thereof) and/or use of the Prize (or any element thereof) notwithstanding that the Promoter may have been advised of the possibility of such loss or damages.

- As between the Promoter and each individual Eligible Entrant, these terms and conditions are governed by the laws of the State or Territory in which the Eligible Entrant entered this Competition (being either QLD, NSW, VIC or ACT).

Privacy Collection Statement – Mirvac

- By participating in the Competition, you agree to Mirvac using your personal information to promote its products and services.
- The Mirvac Group (Mirvac Limited and its controlled entities) collects and uses personal information about you to promote its products and services and may disclose personal information to third party agents and services providers. 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.
- 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.
- The Mirvac Group Privacy Policy (available on www.mirvac.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@mirvac.com; and Address: 'Mirvac Privacy Officer', Mirvac Group Compliance, Level 28, 200 George Street, Sydney, NSW 2000.

Authorisation and licensing

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