

**“Rhodes Waterside TikTok Social Giveaway” Promotion
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this **TikTok Social Giveaway (“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. The “Participating Centre” is Rhodes Waterside
2. This Promotion is only open to Australian **residents aged 13 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.

PROMOTION PERIOD

4. This Promotion commences on Thursday 9 May 2024 at 7:00pm and ends on Sunday 30 June at 11:59pm (**“Promotion Period”**). The prize draw will be held at 4:00pm on Monday 1 July. The draw will take place at Rhodes Waterside Shopping Centre in the Centre Management Office.

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps on **TikTok**
 - a.
 - i. Visit **Rhodes Waterside** page on TikTok **@rhodeswaterside**; and
 - ii. Follow **Rhodes Waterside @rhodeswaterside**
 - iii. Enter via like, comment, caption, photo entry, hashtag or other means stipulated by the promoter on the promotional post by the instructions provided on the Page;

LIMITS ON ENTRY

6. Limit of one (1) entry permitted per eligible person.

DRAW DETAILS

7. The draw will take place at the Participating Centre at **Rhodes Waterside Shopping Centre** on Monday 1 July. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

8. The provisional winner will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZES

9. The first valid entry randomly selected, from all valid entries received, will win the prize of a \$500.00 Rhodes Waterside Gift Card.
10. Total prize pool for the ‘Promotion Period’ value is **\$1500.00**

11. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

UNCLAIMED PRIZE DRAW

12. A draw for any prize, if unclaimed, may take place on **Tuesday 1 October 2024** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (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. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
16. Prize is subject to the standard terms and conditions of individual prize and service providers.
17. 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.
18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. 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.
21. 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.
22. 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.
23. The Promoter's decision is final and no correspondence will be entered into.

24. Any cost associated with accessing TikTok is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
25. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with TikTok Rules, which can be found at <https://www.tiktok.com/legal/page/row/terms-of-service/en>. This Promotion is in no way sponsored, endorsed or administered by, or associated with TikTok. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to TikTok. TikTok will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
26. 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.
27. 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.
28. 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 as required to the regulatory authorities. Participation in the Promotion is conditional on providing this information. 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, **Rhodes Waterside, 1 Rider Boulevard, Rhodes NSW 2138**. 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.
29. The "Promoter" is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as Rhodes Waterside at **1 Rider Boulevard, Rhodes NSW 2138** telephone 02 **8754 1111**

30. **“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.