

‘Smartphone Photography Walk-Shop Competition’ – Terms and Conditions

Background to Competition

1. Mirvac Green Square Pty Ltd (ACN 131 815 079) of Level 28, 200 George Street, Sydney, NSW 2000 (**Promoter**) has introduced three ‘Smartphone Photography Walk-Shop’ events (**Event or Events**). Following participation in the Event for their age category, an Eligible Entrant can win a \$280 AUD Gift Card to VIVE Cooking School (**Prize**) by being judged by the Promoter to have taken the best photo taken during the Event (**Competition**).
2. The Competition is open for a limited period of time. The Competition commences on Saturday 30 March 2019 at 10:00am EST and ends on Saturday 4 May 2019 at 1:00pm (**Competition Period**). All references to time in these terms and conditions are a reference to local time in Sydney, New South Wales.
3. There are a total of three (3) Events being held at 30 Ebsworth Street, Zetland, NSW 2017 at the following dates and times and Eligible Entrants will attend the Event for their age category:
 - a. Saturday 30 March 2019 from 10:00am to 12:30pm EST – Street Safari Photography Walk-shop for Adults aged 18 to 59.
 - b. Saturday 13 April 2019 from 10:00am to 12:30pm EST – Urban Street Photography Walk-shop for High Schoolers aged 12 to 17.
 - c. Saturday 4 May 2019 from 10:00am to 12:30pm EST – Street Safari Walk-shop for Seniors aged over 60.
4. Subject to these terms and conditions, the Promoter will award one (1) Prize in total in the Competition comprising a \$280 AUD Gift Card to VIVE Cooking School.
5. The following terms and conditions apply to the Competition (**Terms and Conditions**). Information in relation to the background to the Competition, how to enter and the Prize forms part of the Terms and Conditions. Any persons participating in the Competition do so on complete 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.

Competition Terms and Conditions

Eligibility to enter the Competition

6. Entry to the Competition is open to individuals aged 12 or over who comply with these Terms and Conditions (**Eligible Entrants**)
7. The Competition is not open to:
 - a. businesses or companies, superannuation funds or persons acting as agent on behalf of other persons; or
 - b. directors, management, employees and agents of Mirvac (and any of Mirvac’s Related Bodies Corporate’ as defined in the Corporations Act 2001 (Cth)) and their immediate families.
8. In the event the Eligible Entrant is under the age of 18 years, the Eligible Entrant’s parent or legal guardian must complete the legal consent and release form (**Release**) [https://greensquare.mirvac.com/-/media/Project/Mirvac/Residential/Green-Square/Green-Square-Assets/News-and-Events/Smartphone-walk-shop/Consent-and-release-form-for-minors_Smartphone-Photography.pdf?la=en&hash=AB94ACE7A2B0F6995325E6516971577C421E2F61] in order to participate in the Competition. The Release must be completed and signed by the parent or legal guardian and submitted at the same time as the registration for the Event.

9. The Eligible Entrant will be deemed to be the person who submitted the Entry. If there is a dispute as to the identity of an Eligible Entrant, Mirvac reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

How to register for the Event

10. Eligible Entrants must make payment in full prior to the Event by purchasing a ticket at Eventbrite:
 - a. Street Safari Photography Walk-shop for Adults:
<https://www.eventbrite.com.au/e/street-safari-photography-walk-shop-for-adults-tickets-58832948934> at a price of \$20
 - b. Urban Street Photography Walk-shop for High schoolers:
<https://www.eventbrite.com.au/e/urban-street-photography-walk-shop-for-high-schoolers-tickets-58832962976> at a price of \$10
 - c. Street Safari Photography Walk-shop for Seniors:
<https://www.eventbrite.com.au/e/street-safari-photography-walk-shop-for-seniors-tickets-58832974009> at a price of \$20

How to enter the Competition

11. The Eligible Entrant can enter the Competition to win the Prize by submitting a maximum of three (3) photographs they have taken as part of the Event they have attended (**Entry or Entries**).
12. An Eligible Entrant can only submit one Entry for consideration in the Competition.
13. The Eligible Entrant must submit their Entry via email to placemanager@tscgreensquare.com.au within 48 hours at the end of the Event they have attended.
14. The Competition is one of skill and chance plays no part in it.
15. The time of Entry is deemed to be the time the Entry is received by the Promoter.
16. Eligible Entrants must disclose to the Promoter any issues that may generate negative publicity and impact on the success of this Competition and/or Mirvac at the time of entering the Competition or as soon as the Eligible Entrant becomes aware of such issues.

Drawing of winners

17. Judging will take place at the Promoter's office at 200 George Street, Sydney, NSW 2000 on 10 May 2019 10.00am EST by the Promoter. The Entries in the Competition will be judged on originality and creativity. Entries will be judged at the absolute discretion of the Promoter.
18. A winner will be chosen by the Promoter and the chosen winner will be contacted via their email address within one (1) week of 10 May 2019. If the chosen winner fails to respond to the Promoter within 48 hours after being contacted, the Promoter reserves the right to forfeit the Prize and select another winner. Prizes will be emailed to the winners within 48 hours of providing their email address to the Promoter.
19. Entries which are deemed by the Promoter in its absolute discretion to be offensive or otherwise inappropriate will be invalid and will be removed from the Competition.

Prize

20. The value of the Prize is \$280 AUD. There is one (1) Prize.

21. The Prize may be subject to specific terms and conditions as required by VIVE Cooking School of Shop 18, 61-71 Mentmore Avenue, Rosebery, NSW, 2018. The Prize must be redeemed by 1 May 2020.
22. The Prize is non-transferrable, non-refundable and cannot be exchanged or sold for cash. All taxes which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
23. The judges' 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 regarding the judging process or the winner of the Prize.
24. An Eligible Entrant forfeits all rights to receiving the Prize or participate in the Event or Competition if they do not comply with any of these terms and conditions.
25. If the Prize or any element of the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize or element of a prize of equal or greater value at the Promoter's sole discretion, subject to any written directions from any relevant authorities. Winners will not be entitled to any additional compensation in the event that the Prize or any element of the Prize has been substituted at equal or greater value.
26. The Promoter accepts no risk, liability or responsibility for the delivery of the Prize once it has been provided by the Promoter.

Specific Terms and Conditions for the Event

27. The Eligible Entrant, and the parent or guardian on behalf the Eligible Entrant, agrees to follow all instructions and directions given by the Promoter and its agents in relation to the Event. To the extent permitted by law, the Eligible Entrant, or their parent or guardian on the Eligible Entrant's behalf, agrees to assume full responsibility for any loss or damage, including physical injury, to themselves and/or their personal property, which may occur whilst participating in the Event.
28. The Promoter reserves the right to take appropriate legal action against the Eligible Entrant for any loss or damage arising out of or in connection with the Eligible Entrant's involvement in the Promotion.
29. By attending and entering the Event, all Eligible Entrants, including the parent or guardian of Eligible Entrants on behalf of Eligible Entrants, consent to the Promoter collecting their photographic likeness or image whether digital or film, edited or retouched (**Image**), for any purposes associated with the Promoter in any medium, print or electronic. Information and Images collected from the Event may be shared with the Promoter's government partner, Landcom. Landcom may use your photographic likeness or Image whether digital or film, edited or retouched, for any purposes associated with Landcom or related projects, in any medium, print or electronic (including social media and marketing material).
30. In the event that the Eligible Entrant is no longer able to attend the Event, the Promoter requires 7 days' notice in writing prior to the Event for a full refund. The Eligible Entrant must email placemanager@tscgreensquare.com.au to request a refund. The refund will be provided within 14 days of the request in writing. Tickets are not transferable to a third party and cannot be exchanged for another workshop run by the Promoter.
31. The Promoter reserves the right to cancel the Event if the minimum number of participants are not met. In the event of a cancellation, the Promoter will notify the Eligible Entrants via email and a full refund will be provided within 14 days of the Event date.

Further Terms and Conditions

32. All Entries become the property of the Promoter once they are received by the Promoter.
33. The Promoter reserves the right to use and the Eligible Entrant agrees to the Promoter using their Entry for all uses including publicity, advertising, social media and/or merchandising and/or editorial purposes in any country, for an unlimited period of time without payment.
34. To the extent permitted by law, the Promoter is not liable to the Eligible Entrant for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the Eligible Entrant's participation in the Event or the Competition even if the Promoter has been advised of the possibility of such loss or damages.
35. Without limiting paragraph 28, the Promoter is neither responsible nor liable for:
 - a) any entry or claim for the Prize that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by Mirvac) including because of any failure in telecommunications equipment or service;
 - b) any financial, legal or tax liability that may arise from participation in the Competition; or
 - c) any defect or technical problem associated with the Prize.
36. These Terms and Conditions are governed by the laws of New South Wales.

Privacy collection statement

37. 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 parties agents and services providers including Landcom and the Aperture Club. 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.
38. 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.
39. 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.
40. 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.