



OLIVINE 'JOIN OUR FACEBOOK COMMUNITY' COMPETITION 2019

TERMS AND CONDITIONS

1. These terms and conditions are for the Olivine 'Join our Facebook Community' Competition (**Competition**). Information on how to enter and the Prize form part of these terms and conditions. By participating, all entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
2. This Competition is run by Mirvac Victoria Pty Limited (ACN 006 708 363) of Level 5, Building Q3, 6 Riverside Quay, Southbank 3006 (**Promoter**).
3. Entry is open to individuals aged 18 years or over who are ordinarily resident in the state of Victoria take part in the Competition via the Olivine Facebook Community Page. Corporations are not eligible to enter. Employees (and their immediate families) of the Promoter, its related bodies corporate, its agents and venues/outlets associated with the Competition are ineligible to enter. The Promoter has final absolute discretion to determine the eligibility of a person to participate in the Competition should there be any uncertainty as to eligibility.
4. The Competition commences at 9:00am (AEDT) on 23 February 2019 and ends at 11:59pm (AEDT) on 31st March 2019 (**Competition Period**).
5. Entry is limited to one entry per person.
6. To enter the Competition, eligible entrants should visit the Olivine Facebook Page - <https://www.facebook.com/OlivinebyMirvac/>, 'like' our Facebook page and leave a comment on our join our community pinned post telling us in 30 words or less what amenity you are looking forward to enjoying at Olivine #MyOlivineCommunity and #Mirvac during the Competition Period.
7. All eligible entrants will be entered into a draw to win a Google Home Prize Pack – comprising of 1 x Google Home device and 1 x Google Home Mini device (**Prize or Prize Pack**). The total Prize value is approximately \$300 AUD (RRP) and there is a total of 1 Prize Pack available to win.
8. The Prize may be subject to specific terms and conditions as required by the manufacturer.
9. The Prize is non-transferrable, non-refundable and cannot be sold or exchanged for cash.
10. 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. Winners will not be entitled to any additional compensation in the event the Prize or any element of the Prize has been substituted at equal or greater value.



11. Any dispute between a winner and the manufacturer pertaining to the 'Google Home Prize Pack' is strictly between the winner and the manufacturer
12. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
13. Entries will be judged by a person authorised by the Promoter by 5th April 2019 at 5:00pm (EDT) at Level 5, Building Q3, 6 Riverside Quay, Southbank, VIC 3006.
14. The winners will be contacted by the Promoter via Facebook by 5:00pm (AEDT) 8th April 2019 and must contact the Promoter by reply message no later than 9:00am (AEDT) 12th April 2019 to claim the Prize.
15. If a Prize is not claimed by a winner by 9:00am (AEDT) 12th April 2019, the Promoter will deem the winner to be no longer eligible to receive the Prize. In that event, the Promoter will award the prize to another valid entrant.
16. Entrants agree that the Promoter has a royalty free, perpetual licence to use, reproduce, edit, communicate to the public, and adapt all material provided to the Promoter as part of the Competition which includes use of their name, image, entry, and/or voice, including those of any children in the material provided, via any medium for the purpose of promoting this Competition (including any outcome) and/or voice via any medium for the purpose of promoting this Competition (including any outcome) and/or promoting any products or services produced or constructed by the Promoter. Each winner agrees to any further conditions (whether included in further documentation or otherwise) reasonably required by the Promoter to give effect to this arrangement as a precondition to being awarded the Prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants further warrant and agree that:
 - a. they will not submit any content that is unlawful, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, unsuitable for persons under the age of 18 years, or otherwise unsuitable for publication;
 - b. all of the content has been personally created by them, and does not breach any intellectual property, privacy, publicity or other rights of any third party;
 - c. they have full authority to grant to the Promoter the rights referred to in these terms and conditions; and
 - d. they will indemnify the Promoter against all loss, damage and liabilities arising from a breach of any of the warranties in these terms and conditions.
17. The Promoter may, in its sole discretion, determine whether any of the content will be posted or remain posted on its Facebook page or websites. The Promoter reserves the right to vet or remove content from its Facebook page or websites at any time, without prior notice and in its sole discretion (including in properly notified that such content infringes any third party intellectual property rights). Notwithstanding any



decisions by the Promoter to post any of the content on its websites, the term and warranties set out in these terms and condition continue to apply.

18. To the extent permitted by law, under no circumstances will the Promoter be liable to eligible entrants for any direct, indirect, consequential, exemplary or incidental loss or special or punitive damages arising out of or in connection with the eligible entrant's participation in this Competition, even if the Promoter has been advised of the possibility of such loss or damages.

19. These terms and conditions are governed by the laws of Victoria.