BIRKDALE FAIR SHOPPING CENTRE FOODIE DAY GIVEAWAY

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. Entry is only open to QLD residents aged 16 years or over.

3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.

4. Employees (and their immediate families) of the Promoter**,** and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. Entries into the promotion open on 02/11/2026 and close at 11:59pm AEST on 15/11/2026 ("**Promotional Period**").

6. To enter, individuals must complete the following steps during the Promotional Period:
    1. visit [What's On - Birkdale Fair Shopping Centre] and follow the prompts to the competition entry page;
    2. Input the requested details including full name, valid email address, mobile phone number and postcode;
    3. Answer the question "Food brings people together. Tell us about a meal you'll never forget. Whether it was shared with family, friends, or someone special, we'd love to hear the story behind it"; and then
    4. Submit the fully completed online entry form.

7. Only one (1) entry is permitted per person.

8. 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.

9. Incomplete, indecipherable**,** or illegible entries will be deemed invalid.

10. 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.

11. The draw will take place at Wintergarden Centre Management Office, Level 2, 171-209 Queen Street Mall, Brisbane QLD 4000 on 16/11/2026 at 12:00pm noon AEST. The Promoter may draw additional reserve entries and record them in order in case an

invalid entry or ineligible entrant is drawn. Winner will be notified in writing by email within two (2) business days of the draw.

12. The Promoter's decision is final, and no correspondence will be entered into.

    - The first two (2) valid entries drawn will win one (1) x $100 Foodie Gift Voucher. Total cumulative value of gift cards is $100 total. Total cumulative number of prizes total two (2), one (1) per winner.

13. Any ancillary costs associated with redeeming the gift cards are not included. Any unused balance of the gift cards will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card**.**

14. If the winner of the 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.

15. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.

16. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

17. Total prize pool value is $200.

18. The prize or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash,

19. A draw for the prize if unclaimed, will take place on 16/12/2026 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing via email on 18/12/26.

20. Entrants consent to the Promoter using their 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. 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.

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

23. Nothing in these Terms and Conditions limits, excludes or modifies 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 States and Territories of Australia

("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

25. The Promoter collects personal information ("PI") in order to conduct the Offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and gift suppliers. Participating in this Offer is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at IFM Real Estate Fiduciary Pty Ltd privacy-statement.pdf. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By participating in this Offer the claimants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

26. The Promoter is **IFM Real Estate Fiduciary Pty Ltd** (ABN 67 107 247 727) of Level 33, 50 Lonsdale Street, MELBOURNE, 3000, Australia, telephone (03) 8672 5300 ("**Promoter**").