

## **TERMS AND CONDITIONS FOR “SIMPLY NOODLES LUNCH SAVER PROMOTION”**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “Simply Noodles Lunch Saver” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.

### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to NSW residents.
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 at Greenwood Plaza at 9:00am AESDT on Monday 21 January 2019 and ends at 6:00pm AESDT on Friday 28 June 2019.

### **HOW TO CLAIM**

3. The Promotion will be conducted at Greenwood Plaza (“Participating Centre”).
4. To be eligible to participate in this Promotion and claim the voucher, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a. Fill out the online form with the following details, First Name, Last Name, Email, and Postcode.
  - b. Present code to Simply Noodles, Greenwood Plaza to receive discount.
5. Each valid customer presenting the voucher code to Simply Noodles at Greenwood Plaza in accordance with these Terms and Conditions can receive 25% off any meal purchase at Simply Noodles, Greenwood Plaza.
  - a. Offer valid before 10:30am or after 2pm, Monday to Friday.
  - b. Cannot be exchanged for cash.
  - c. Must present code to cashier at Simply Noodles, Greenwood Plaza.
  - d. Not to be used in conjunction with any other offer.

### **GENERAL**

6. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimants (including a claimant’s identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
8. If the voucher is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
9. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
10. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under
13. Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter and 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
14. The **"Promoter"** is Mirvac Real Estate Pty Ltd (ABN 65 003 342 452) of Level 28, 200 George Street, Sydney NSW 2000 trading as **Greenwood Plaza 1/36 Blue Street North Sydney NSW 2060**
15. **"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.