25 MARTIN PLACE
ICONIC BIRTHDAYS COMPETITION

TERMS AND CONDITIONS

---

1. PROMOTION AND ACCEPTANCE

1.1 These terms and conditions apply to the 25 Martin Place 'Iconic Birthdays Competition' (**Competition**). By entering, each entrant agrees to these Terms and Conditions.

1.2 The Promoter is Dexus Property Services Pty Limited (ABN 66 080 918 252) of Suite 9.01, Level 9, 25 Martin Place, Sydney NSW 2000 (**Promoter**). The Competition is being held in connection with 25 Martin Place, 25 Martin Place, Sydney NSW 2000, telephone 02 9224 8333 (**Centre**).

1.3 The Competition is a free-entry trade promotion game of chance. No purchase is required.

2. ELIGIBILITY

2.1 Entry is open to New South Wales residents aged 18 years or over who, at the time of entry and at the relevant draw:

a) have provided a valid email address and month of birth through an eligible 25 Martin Place subscription or Competition entry form;

b) have expressly opted-in to receive marketing communications from the Promoter;

c) have agreed to participate in the Competition;

d) remain subscribed to the relevant 25 Martin Place marketing database; and

e) otherwise comply with these Terms and Conditions.

2.2 Existing database subscribers can enter by completing the Competition entry form and providing all information and consents required for this Competition.

2.3 The following people are ineligible:

a) centre management of the Promoter, its related bodies corporate, tenants and retailers at 25 Martin Place, The International, participating suppliers and agencies directly associated with the Competition;

b) the spouse, de facto partner, parent, child or sibling of a person listed above; and

c) any person whom the Promoter has previously notified is not permitted to enter its promotions.

3. COMPETITION PERIOD

3.1 The Competition opens at 12.01am (AEDT) on Thursday, 5 November 2026 and closes at 11.59pm (AEDT) on Sunday, 31 October 2027 (**Competition Period**).

4. HOW TO ENTER

4.1 During the Competition Period, an eligible person must:

a) submit the Iconic Birthdays entry form through the Campaign Website https://www.25martinplace.com.au/whats-on/iconic-birthdays.html or another 25 Martin Place subscription form expressly identified by the Promoter as an eligible Iconic Birthdays entry form https://www.25martinplace.com.au/subscribe.html ;

b) provide all information required to enter the Competition, including a valid email address and month of birth;
c) confirm that they are aged 18 years or over;
d) accept these Terms and Conditions;
e) provide express consent to receive marketing communications from the Promoter; and
f) agree to participate in the Iconic Birthdays Competition.

4.2 Entry is limited to one entry per person. Multiple entries submitted using different email addresses, aliases or other details may be disqualified.

4.3 An entrant will be included only in the draw corresponding to the month of birth provided with their entry. The Promoter may request reasonable proof of identity, age, residence and date of birth before awarding a prize. Any information or evidence supplied for verification must correspond with the information submitted with the entry. If satisfactory verification is not supplied within the period required by the Promoter, the entry may be declared invalid.

4.4 The Promoter is not liable for entries that are incomplete, inaccurate, automated, misplaced, misdirected, delayed, lost, or incorrectly submitted for reasons outside the Promoter's reasonable control, submitted outside the Competition Period, or otherwise non-compliant, including failure of any third parties to forward entry forms for inclusion in the relevant monthly draw, where relevant.

4.5 The Promoter is not responsible for entries not received because of technical problems or matters beyond its reasonable control.

4.6 If an entrant changes or attempts to change their recorded month of birth after entering, the Promoter may request evidence of the correct month of birth and may reject the change or disqualify the entry if the information cannot be satisfactorily verified.

4.7 An entry is deemed received only when it is received by the Promoter. The entrant is responsible for any cost associated with accessing the Campaign Website or submitting an entry.

5. SUBSCRIPTION STATUS AND WITHDRAWAL

5.1 Subscription to the Centre database and consent to receive marketing communications are conditions of entry and continuing eligibility.

5.2 If an entrant unsubscribes or otherwise withdraws their marketing consent before the relevant monthly draw, their entry will be disqualified from that draw and all later draws.

5.3 Unsubscribing after an entrant has been selected as a provisional winner does not remove any rights already accrued, but the entrant must still satisfy all eligibility and verification requirements.

5.4 Entrants may withdraw from the Competition without unsubscribing from marketing by contacting the Promoter using the contact details on the Campaign Website. The Promoter will process the request as soon as reasonably practicable. If a withdrawal request is received before the applicable draw but cannot reasonably be processed before that draw, the Promoter will disregard any selection of that entrant once the request is identified.

6. MONTHLY DRAWS

6.1 There are 12 monthly draws during the Competition Period, covering birthday months from December 2026 to November 2027 inclusive. The draw for each month will take place on the first business day of that month at 10.00am (AEDT/AEST, as relevant) at the Dexus Management Office, Suite 9.01, Level 9, 25 Martin Place, Sydney NSW 2000.

6.2 Entries for each monthly draw close at 11.59pm (AEDT/AEST, as relevant) on the calendar day immediately preceding the relevant monthly draw. Eligible entries received before that time will be included in the draw corresponding to the entrant's nominated birth month during the Competition Period. If an entrant enters after the draw for their nominated birth month has occurred, they will not be eligible for another monthly draw during the Competition Period.

6.3 If a monthly draw cannot occur for reasons beyond the Promoter's reasonable control, it will occur as soon as reasonably practicable.

7. DRAW AND WINNER SELECTION

7.1 One provisional winner will be selected at random from all valid eligible entries entered for the birthday month for that draw.

7.2 The first valid entry randomly selected will be the provisional winner, subject to verification by the Promoter. The Promoter may also randomly select additional reserve entries in a monthly draw and record them in order, in case a winning entry or entrant is deemed invalid or the prize is unclaimed (**Reserve Entrants**).

7.3 The draw will be conducted fairly using a computerised random selection system. The Promoter will retain records of entries, draw dates, the selection method and results for the period required by law and its records-management policies.

8. WINNER NOTIFICATION, CLAIM AND REDRAW

8.1 Each provisional winner will be contacted by email using the address supplied with their entry within two business days after the relevant monthly draw.

8.2 Each provisional winner must respond and provide any reasonably requested verification within 10 business days after the notification email is sent. The entrant is responsible for monitoring their email account, including junk and spam folders.

8.3 If a provisional winner cannot be contacted, or does not respond within 10 business days after the notification email is sent, is determined to be ineligible, fails to provide any reasonably requested verification within that period, or declines the prize, the provisional winner will forfeit entitlement to the prize. The Promoter may then award the prize to the first valid and eligible reserve entry previously drawn for that monthly draw, in the order in which the reserve entries were selected.

8.4 If no valid and eligible reserve entry is available, the Promoter may conduct an unclaimed prize draw from the remaining valid and eligible entries for the applicable birthday month at the Dexus Management Office, Suite 9.01, Level 9, 25 Martin Place, Sydney NSW 2000. The unclaimed prize draw will be conducted as soon

as reasonably practicable after the original prize is determined to be unclaimed or forfeited, subject to applicable law and any regulatory requirements.

8.5 Any such provisional winner will be notified by email within two business days and will be subject to the same eligibility, verification and claim requirements as the original provisional winner.

8.6 The Promoter will retain appropriate records of the original draw, any reserve entries, any forfeiture or invalidation of an entry, any unclaimed prize draw and the ultimate prize recipient.

8.7 If any prize remains un-won at the end of this Competition, or if a prize winner cannot be found, that information will be published on the Campaign Website on 30 November 2027.

9. PRIZE

9.1 There are 12 prizes in total, one for each monthly draw.

9.2 Each monthly prize is valued at $300, comprising the $200 digital dining gift card and a custom cake valued at $100, as follows:

a) one $200 digital dining gift card for The International Wine Bar at 25 Martin Place; and
b) one custom birthday cake valued at $100, arranged for the winner's prize booking at The International Wine Bar and intended to serve approximately 4 to 6 people.

9.3 The $200 digital gift card will be emailed directly to the winner (to the email submitted with their entry) by or on behalf of The International after the winner is verified.

9.4 The total prize pool is valued at $3,600.

9.5 Any ancillary costs, transport, additional food or beverage spend, booking costs or other expenses not expressly stated as included are the winner’s responsibility. Any spend above the gift card value must be paid by the winner.

9.6 Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.

9.7 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. Entrants agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

9.8 If an entrant in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this Competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you from participating in any elements of

the prize, at its discretion.

9.9 Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Any failure by the entrant to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

10. PRIZE SUPPLIER AND REDEMPTION CONDITIONS

10.1 The specific redemption, booking, expiry and other conditions applying to each monthly prize will be those notified by the Promoter and/or applicable prize supplier for that prize.

10.2 Where the monthly prize is provided by The International Wine Bar, the following conditions apply:

a) The winner must provide The International with at least three business days' notice before the booking so the custom cake can be arranged.
b) Standard booking, cancellation and no-show policies of The International apply.
c) Bookings are subject to availability, capacity, applicable licensing requirements and venue trading hours.
d) The prize cannot be used with another offer, promotion or discount.
e) The International digital gift card is valid for 36 months from the date of purchase. Use and redemption of the gift card is subject to the terms and conditions applicable to The International gift cards, available via the ROLLER Master Terms, together with any additional conditions or redemption instructions provided by The International. The winner is responsible for checking and complying with the applicable terms, use and expiry requirements. Any unused balance at expiry will be forfeited, except where applicable law requires otherwise.
f) The cake can only be provided for a prize booking at The International Wine Bar made in connection with this competition made within eight weeks after the winner is notified. If a prize booking is not made within that period, the cake component of the prize will be forfeited and will not be redeemable for cash or substituted, except where required by law. Forfeiture of the cake component does not affect the winner's entitlement to use the digital gift card in accordance with clause 10.2(e). The cake design, flavour, ingredients and dietary suitability are subject to availability and must be agreed directly with The International. The winner must disclose relevant allergies or dietary requirements when booking. The Promoter and The International do not guarantee that all dietary requirements can be accommodated.

10.3 If the winner uses the cake component, the digital gift card may be used at the same prize booking. Any remaining gift card balance may be used at The International Wine Bar unless the gift card expires in accordance with clause 10.2(e). The custom cake is not available for separate collection, transfer or cash redemption.

10.4 Further information regarding the gift card, including applicable terms and redemption requirements, is available via the ROLLER Master Terms and may also be provided by The International with the gift card.

11. PRIZE CHANGES, SUSPENSION OR CANCELLATION

11.1 If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.

11.2 Any change to the prize for a monthly draw will be published on the Campaign Website before entries close for that draw and, where reasonably practicable, communicated through relevant 25 Martin Place

marketing channels. A change will not affect a prize already awarded to a winner unless the change is required because that prize, or part of it, becomes unavailable for reasons beyond the Promoter's reasonable control.

11.3 The Promoter may modify, suspend, terminate or cancel the Competition or disqualify affected entries/entrants, where it cannot be conducted fairly or as reasonably anticipated because of fraud, technical failure, unauthorised intervention, supplier closure, regulatory direction or another cause beyond the Promoter's reasonable control, subject to any necessary approval by the state/territory gaming authorities.

12. PRIVACY, MARKETING CONSENT AND DATA SHARING

12.1 The Promoter collects personal information, including name, email address, month of birth, subscription status and information required to administer the Competition, verify eligibility, conduct draws, contact winners and deliver prizes.

12.2 By entering the Competition and opting in to receive marketing communications, an entrant consents to the Promoter using their personal information for promotional, marketing, publicity and research purposes in accordance with the Dexus Group Privacy Policy and applicable law.

12.3 The Promoter may disclose personal information to third parties for the purposes of conducting the Competition, including the Promoter's related bodies corporate, agents, contractors, technology and database service providers, professional advisers, prize suppliers and, where required, Australian regulatory authorities.

12.4 Where an entrant is selected as a winner, the Promoter may provide the relevant prize supplier with the personal information reasonably required to arrange and provide the prize.

12.5 Where required by the *Spam Act 2003* (Cth), the Promoter will include a functional unsubscribe facility in each direct marketing communication it sends to an entrant which the entrant may use to opt out of further marketing communications, and the unsubscribe facility will comply with the *Spam Regulations 2021* (Cth). The Promoter may send communications without a functional unsubscribe facility where permitted by law and where those communications relate primarily to the conduct of the Competition.

12.6 The Promoter may use entrants' personal information for such other purposes as set out in the Dexus Group Privacy Policy which is available at https://www.dexus.com/general/privacy-policy.html. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.

12.7 Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside Australia, including in the United States, Europe and the Asia-Pacific region.

12.8 The Dexus Group Privacy Policy also contains information about how an entrant may access, update or correct personal information and complain about a breach of the Australian Privacy Principles, and how such complaints will be handled.

13. VERIFICATION, DISQUALIFICATION AND CONDUCT

13.1 The Promoter reserves the right, at any time, to verify the validity of an entry and entrant's identity, and may require an entrant to produce documentation to establish to the Promoter's reasonable satisfaction the

validity of their entries and/or verify an entrant's identity (including an entrant's age, place of residence, birth month, subscription status and compliance with these Terms and Conditions) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

13.2 The Promoter may disqualify an entrant who tampers with the entry or draw process, uses bots or scripts, submits false information, breaches these Terms and Conditions or acts unlawfully or in a way that jeopardises the fair conduct of the Competition.

13.3 If there is a dispute about an entrant's identity, the Promoter may determine identity by reference to the information and records reasonably available to it.

13.4 The use of automated entry software or any mechanical or electronic means that permits repeated or automated entry is prohibited. If an entrant enters using multiple email addresses, addresses, aliases or identities, the Promoter may disqualify all entries submitted by that entrant.

14. COMPLAINTS AND DISPUTES

14.1 Complaints about the Competition may be submitted to sydneymarketing@dexus.com. If any dispute arises between an entrant and the Promoter concerning the conduct of this Competition or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view taking into account any facts or evidence they put forward or supporting information, and respond fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Competition is final.

15. LIABILITY AND CONSUMER GUARANTEES

15.1 Nothing in these Terms and Conditions excludes, restricts or modifies, or purports to exclude, restrict or modify any statutory consumer guarantee, right or remedy that cannot lawfully be excluded, as provided under the *Competition and Consumer Act 2010* (Cth) as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).

15.2 The Promoter (including their 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 Competition, including without limitation:

a. any technical difficulties or equipment malfunction;
b. any theft, unauthorised access or third-party interference;
c. any claim or correspondence that is late, lost, altered, damaged or misdirected 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 an entrant; or
f. use of the prize,

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

15.3 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this Competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control.

15.4 To the maximum extent permitted by law, any liability of the Promoter arising in connection with the Competition is limited to the value of the relevant prize, except where such limitation is prohibited by law.

15.5 The Promoter is not responsible for any dispute between a winner and another person with whom the winner chooses to use or share a prize.

16. GENERAL

16.1 Any material failure by an entrant to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

16.2 An entrant must not:

a. tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
b. engage in any conduct that may jeopardise the fair and proper conduct of this Competition;
c. act in a disruptive, annoying, threatening, abusive or harassing manner;
d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Competition;
e. breach any law; or
f. behave in a way that is otherwise inappropriate.

16.3 If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.

16.4 The Promoter may require a winner to sign a reasonable prize acceptance, disclaimer and release or verification document before receiving the prize, provided it is consistent with these Terms and Conditions and applicable law. If the winner does not sign, their entry will be deemed invalid and they will lose any entitlement to a prize.

16.5 The Promoter is not responsible for any tax implications arising from an entrant winning a prize. The winner is responsible for obtaining independent financial advice about any tax consequences of accepting a prize. If for GST purposes this Competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

16.6 If any provision is invalid or unenforceable, it will be severed to the extent necessary without affecting the remaining provisions.

16.7 These Terms and Conditions are governed by the laws of New South Wales, Australia. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.

16.8 This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, TikTok or any other social media platform. Entrants provide their information to the Promoter and not to any social media platform and completely release the relevant social media platform from any and all liability in connection with the Competition.

16.9 If there is any inconsistency between promotional material, the Campaign Website and these Terms and Conditions, these Terms and Conditions prevail to the extent of the inconsistency, except where the Campaign Website identifies a change made in accordance with clause 11.2.

17. PROMOTER CONTACT

17.1 Competition enquiries: sydneymarketing@dexus.com.