

## TERMS AND CONDITIONS FOR “WESTFIELD BONDI JUNCTION SS16 LOVESTAR VASE GWP” PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “Westfield Bondi Junction SS16 Lovestar Vase GWP” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in NSW local time.

### ELIGIBILITY

2. Subject to condition 3, this Promotion is open to residents of New South Wales only.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Bondi Junction Shopping Centre or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by 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 will be conducted between 9:30am on 05/08/2016 and 6:00pm on 18/08/2016 or until stocks of gifts run out, whichever occurs first (“Promotional Period”).

### HOW TO CLAIM

5. The Promotion will be conducted at Westfield Bondi Junction Shopping Centre (**“Participating Centre”**). **“Participating Retailers”** are as set out in Annexure A. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified in condition 7 below.
6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotional Period, undertake the following steps:
  - (a) Spend \$500 or more on fashion, footwear, jewellery, accessories or health and beauty at any Participating Retailer during the Promotional Period at the Participating Centre, excluding any Ineligible Transaction (“Qualifying Spend”). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers across multiple days; however, all purchases must be made at the Participating Centre, during the Promotional Period;
  - (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) to the Westfield Concierge Desk located at the Participating Centre.

## **INVALID RECEIPTS**

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers; (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

## **GIFTS**

8. Subject to the availability of gifts in the Participating Centre as set out in condition 9 below, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the Westfield Concierge Desk at the Participating Centre in accordance with these Terms and Conditions will receive a Lovestar Vase.
9. There are a total of 450 Lovestar Vases available in the Participating Centre.

## **GENERAL**

10. Each individual is only permitted to make one (1) claim per day under this Promotion. Claims must be made on same day as the Qualifying Spend. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter. Gift recipients will be advised immediately at the time of claim submission.
11. 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 reserves the right, in its sole discretion, to disqualify any claimant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim 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.

12. 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.
13. If the gift is unavailable due to reasons beyond the control of the Promoter, in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
14. Total value of gifts to be provided under this Promotion is up to \$42,750.
15. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. 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.
17. The Promoter's decision is final and no correspondence will be entered into.
18. Nothing in these Terms and Conditions limit, exclude or modify 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 State and Territories of Australia (**"Non-Excludable Guarantees"**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Scentre Group of companies (including their respective officers, employees and agents) 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 the Promotion.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Scentre 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 a gift.

## PRIVACY

20. In order to conduct this Promotion, the Promoter may collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of claiming a gift that the claimant agrees to being entered into the Westfield Bondi Junction database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored in accordance with the Privacy Policy. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please go to <http://westfield.com.au/unsubscribe> or write to the Digital Marketing Manager, Level 30, 85 Castlereagh Street, Sydney NSW 2000. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All claims remain the property of the Promoter.
21. The “**Promoter**” is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for SCENTRE PROMOTION FUND ABN 79 727 004 194) C/- Westfield Bondi Junction Shopping Centre, Centre Management, 500 Oxford Street, Bondi Junction, NSW 2022. Telephone: 02 9947 8000.
22. The “**Scentre 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 including, without limitation, the Scentre Group Trust 1, Scentre Group Trust 2, or Scentre Group Trust 3.

### NSW Permit No. LTPS/

### ANNEXURE A – PARTICIPATING RETAILERS:

Alannah Hill	Dion Lee	Jigsaw
Blockout	Dotti	Karen Millen
Blue Illusion	Forever New	Kookai
Cue	Glassons	Kookai
David Lawrence	Gorman	Laura Ashley
Decjuba	Inspired Tribe	Leona Edmiston

Lover	Peter Alexander	Aquila
Maggie T	Ralph Lauren	Betts
Max & Co	Rhodes And Beckett	Camper
Maxmara	Rm Williams	Crocs
Portmans	Saba	Dc Shoes
Review	Sportscraft	Ecco Shoes
Sass & Bide	Superdry	Ecco Shoes
Seafolly	Surf Dive N Ski	Florsheim
Seed Femme	Surfection	Hype Dc
Sheike	T Bar	Platypus Shoes
Supre	Topshop And Topman	Shoes Of Prey
The Upside	Trenery	Shubar
Tigerlily	Vanishing Elephant	Uggnat
Tree Of Life	Witchery	Vans
Zimmermann	Zara	Windsor Smith/Lipstick
Bras N Things	Bardot Junior	Betts Kids
Cotton On Body	Bonds Kids	Shoes & Sox
Calibre	Bonza Brats	Foot Locker
Connor	Cotton On Kids	The Athlete'S Foot
Industrie Clothing	Marissa Belle	Andreys Jewellers
Mj Bale	Osh Kosh B'Gosh	Georg Jensen
Peter Jackson Australia	Pavement	Gregory
Polifix	Pure Baby	Jacobsons Jewellery
Rodd & Gunn	Seed Heritage	Kahroba Jewellery
Roger David	Seed	Midas Jewellers
100 Squared	Bags To Go	Pandora
Bonds	Coach	Reems Jewellery
Cheap Monday	Furla	Swarovski
Ck Calvin Klein	Louis Vuitton	Tiffany & Co
Cos	Oroton	Tremlett Jewellery
Cotton On	Travelite	Magnolia Silver
Country Road	Sunglass Hut	Nixon
Diesel	Bally	Omega
Emporio Armani	Chanel	2Xu
Factorie	Colette Accessories	Lorna Jane
Farage	Crumpler	Lululemon Athletica
Fcuk	Fossil	Nike
General Pants Co	Gucci	Rebel
Glue	Lovisa	Rebel Sport
G-Star	Lovisa	Speedo
Guess	Mimco	The North Face
Hollister	Victoria'S Secret Beauty And A	Aesop
Hugo Boss	Jimmy Choo	Aveda
Jag	Nine West	Chanel Beaute
Just Jeans	Sandler	Dior Cosmetics
Kit & Ace	Seed Teen	Inglot
Levi'S	Tony Bianco	Inglot
Marc's	Wanted Shoe Company	Kiehl'S
Oxford	Wittner	L'Occitane

Lush	Joh Bailey	Fresh Nails
Mac	Just Cuts	Laser Clinics Australia
Mecca Cosmetics	Le Fringe	Leah'S Wax Works
Mecca Maxima	Prema	Lotus Day Spa
Napoleon Perdis	Stylz	Nail Design li
Origani	Man Cave Barber Shop	Oriental Massage
Perfect Potion	Vince Scalone Barber	Pearl Nails
Bondi Hair	Body Haven	Professional
Hair And Nail Design	Chinese Body Spirit	Results Laser Clinic
Hair By Nivine	Ella Bache	Sea Nails And Beauty
Hairhouse Warehouse	Ella Bache	Pond
Hairtalks	Ella Rouge Beauty	Mini Raxevsky
Holistic Massage And Acupuncture	Foot Haven	H&M