

TERMS AND CONDITIONS FOR “WESTFIELD INNALOO 12 DAYS OF CHRISTMAS” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Innaloo 12 Days of Christmas” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on WA local time.
2. There are 12 “prizes” to win, one per day across either Facebook Instagram platforms. See Appendix 2 for further information (“**Prize**”).
2. This Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Appendix 1 (“**Promotion Period**”).

ELIGIBILITY

3. This Promotion is only open to West Australian residents aged 18 years or over.
4. The following are ineligible: (i) employees of the Promoter, the Westfield Group or any of the tenants or retailers in Westfield Innaloo Shopping Centre (“**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 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. Entrants must follow instructions as indicated daily on Westfield Innaloo’s social media channels during the promotion period.

PROMOTION PERIOD

5. This Promotion commences at the time and on the date indicated in Appendix 1 and ends at the time and on the date indicated in Appendix 1 (“**Promotion Period**”).

HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 7 and 8 and arrange collection of the prize from the Participating Centre if required.
7. To enter the Contest through Instagram, you will need to follow Westfield Innaloo’s Instagram account @WestfieldInnaloo through December 2016 and January 2016. If you do not have an Instagram account, you can create one for free at instagram.com. To enter, comment on the dedicated competition photo and tag in two friends using an @mention (“Instagram Submission”). The Instagram Terms of Use can be found at <http://instagram.com/about/legal/terms/>.
8. To enter the Contest through Facebook you will need to comment on the dedicated competition post on the Westfield Innaloo Facebook Page

(Facebook.com/WestfieldInnaloo). The Facebook Terms of Use can be found at facebook.com/policies/

LIMITS ON ENTRY

9. Limit of one (1) entry permitted per eligible person.

DRAW DETAILS

10. The draw will take place at the Participating Centre, Centre Management, Ellen Stirling Boulevard, Innaloo WA 6018 at the time and on the date indicated in Appendix 1. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

11. The provisional winner will be notified in writing via the Westfield Innaloo Instagram and Facebook page. A provisional winner will only be deemed a winner once verified by the Promoter with photo identification presented at the centre and signatory declaration.

PRIZE(S)

12. The prize or prizes to be awarded are indicated in Appendix 2.
13. Winners are responsible for all costs associated with collecting prizes including pick up from Westfield Innaloo shopping centre, Ellen Stirling Boulevard, Innaloo WA 6018.

UNCLAIMED PRIZE DRAW

14. The Promoter will conduct an unclaimed prize draw (if required) at the same place as the original draw at the time and on the date indicated in Appendix 1 to award the prize(s). This date will be no sooner than three (3) months after the original draw, except in the case of an event prize, in which case the draw may be earlier. Winners, if any, will be notified in writing.

GENERAL

15. Incomplete, indecipherable or illegible entries will be deemed invalid.
16. 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.
17. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is the value indicated in Appendix 2.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants consent to the Promoter using the entrant's 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.
22. 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 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.
23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use can be found at [instagram.com/about/legal/terms/](https://www.instagram.com/about/legal/terms/).
26. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
27. 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 Westfield 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.

28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Westfield 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 entry 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

PRIVACY

29. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Westfield database. The Promoter and the Westfield Group 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 entrant and for such other purposes as set out in the Westfield Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter and/ or Westfield. Upon the entrant’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. Any complaints regarding the treatment of personal information should also be directed to the above address and will be dealt with by the Promoter in accordance with its Privacy Policy. To view the Westfield Privacy Policy, please visit <http://www.westfield.com.au/au/help/privacy-policy>. All entries remain the property of the Promoter. Personal information will not be disclosed overseas.

30. The “**Promoter**” is Westfield Promotion Fund Management Pty Ltd (in its capacity as The Trustee for WESTFIELD PROMOTION FUND ABN 79 727 004 194) C/- Westfield Innaloo Shopping Centre, Centre Management, Ellen Stirling Boulevard, Innaloo WA 6018.

Appendix 1 – Promotion Period

PRIZE	ENTRY PLATFORM	COMPEITION COMMENCEMENT	ENTRIES CLOSE
PRIZE 1	FACEBOOK	13/12/2016 at 5:30pm AWST	14/12/2016 at 12.00pm AWST
PRIZE 2	INSTAGRAM	14/12/2016 at 5:30pm AWST	15/12/2016 at 12.00pm AWST
PRIZE 3	FACEBOOK	15/12/2016 at 5:30pm AWST	16/12/2016 at 12.00pm AWST
PRIZE 4	INSTAGRAM	16/12/2016 at 5:30pm AWST	17/12/2016 at 12.00pm AWST
PRIZE 5	FACEBOOK	17/12/2016 at 5:30pm AWST	18/12/2016 at 12.00pm AWST
PRIZE 6	INSTAGRAM	18/12/2016 at 5:30pm AWST	19/12/2016 at 12.00pm AWST
PRIZE 7	INSTAGRAM	19/12/2016 at 5:30pm AWST	20/12/2016 at 12.00pm AWST
PRIZE 8	INSTAGRAM	20/12/2016 at 5:30pm AWST	21/12/2016 at 12.00pm AWST
PRIZE 9	FACEBOOK	21/12/2016 at 5:30pm AWST	22/12/2016 at 12.00pm AWST
PRIZE 10	INSTAGRAM	22/12/2016 at 5:30pm AWST	23/12/2016 at 12.00pm AWST
PRIZE 11	FACEBOOK	23/12/2016 at 5:30pm AWST	24/12/2016 at 12.00pm AWST
PRIZE 12	FACEBOOK	24/12/2016 at 5:30pm AWST	25/12/2016 at 12.00pm AWST

Appendix 2 – Prize

PRIZE NUMBER	ENTRY PLATFORM	TOTAL PRIZE POOL	PRIZE DESCRIPTION
PRIZE 1	FACEBOOK	\$99.00	1 x Chloe LV SY EDP 50ml
PRIZE 2	INSTAGRAM	\$109.93	1 x Move, Nourish, Believe Paperback Book, 1 x Active Living Diary 2017, 1 x Clean & Simple Eating Book
PRIZE 3	FACEBOOK	\$100	Roger David Gift Voucher
PRIZE 4	INSTAGRAM	\$59.98	1x Marble & Rose Gold Watch, 1 x Grey and Rose Gold Watch from Lovisa
PRIZE 5	FACEBOOK	\$82.77	1 x Slate & Co Cheese Set 3 PC Gold, 1 x Slate & Co Board 30x40cm and 2x Premium Burgundy Wine Glasses
PRIZE 6	INSTAGRAM	\$139.97	1 x Camila Citrus Lantern, Yellow, 1 x Rio Citrus Lantern, 1 x Lemon Grass & Citronella 76x76 Pillar Candle
PRIZE 7	INSTAGRAM	\$100	Willow & Lace Voucher
PRIZE 8	INSTAGRAM	\$89.95	1x Large Flamingo Neon Light Pink
PRIZE 9	FACEBOOK	\$120	1 x Nails Idol WA Voucher
PRIZE 10	INSTAGRAM	\$179.90	1 x Tribal Quilted Bed Lined Queen Size, 1 x Standard Pillow Case Pair
PRIZE 11	FACEBOOK	\$159.90	1 x Curious Grace Titanium Voucher , 1 x Dare #1 Temporary Hair Colour
PRIZE 12	FACEBOOK	\$1,241.40	1 x Chloe LV SY EDP 50ml, 1 x Move, Nourish, Believe Paperback Book, 1 x Active Living Diary 2017, 1 x Clean & Simple Eating Book, Roger David Gift Voucher, 1x Marble & Rose Gold Watch, 1 x Grey and Rose Gold Watch from Lovisa, 1 x Slate & Co Cheese Set 3 PC, Willow & Lace Voucher 1 x Camila Citrus Lantern, Yellow, 1 x Rio Citrus Lantern, 1 x Lemon Grass & Citronella 76x76 Pillar Candle Gold, 1 x Slate & Co Board 30x40cm and 2x Premium Burgundy Wine Glasses, 1x Large Flamingo Neon Light Pink, 1 x Nails Idol WA Voucher, 1 x Tribal Quilted Bed Lined Queen Size, 1 x Standard Pillow Case Pair, 1 x Curious Grace Titanium Voucher , 1 x Dare #1 Temporary Hair Colour