

TERMS AND CONDITIONS FOR “WESTFIELD CHATSWOOD VALENTINES DAY COMPETITION” PROMOTION 2017

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Chatswood Valentine’s Day Competition” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 14 years or over. 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.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Chatswood 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.

PROMOTION PERIOD

4. This Promotion commences at 9:00am on 06/02/2017 and ends at 5:00pm on 12/02/2017. (**“Promotion Period”**).

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 7.

LIMITS ON ENTRY

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

HOW TO ENTER

7. To be eligible to participate in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Visit the Westfield Chatswood Facebook page (<https://www.facebook.com/WestfieldChatswood>);
 - (b) On the competition post, ‘like’ the post and comment with their answer to the question ‘What is the best date you’ve been on?’

PRIZE

8. The three most creative valid entries receive, as determined by the promoter, will be deemed the prize winners and will receive:
- 2 x Hoyts Lux Movie Tickets, valued at up to \$40.00 each.
 - 1 x Tarboosh Grill 'Dinner for Two' Voucher, valued at up to \$80.00.
 - 1 x PS Floral Design 'The One' Single Pink Rose valued at \$39.00.

Total prize pool is valued at up to \$597.00 (including GST).

9. Any ancillary costs associated with redeeming the prize are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
10. Winners are responsible for all costs associated with redeeming the prize, including but not limited to travel to and from the Participating Centre.
11. 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.
12. The provision of the prize is subject to the standard terms and conditions of individual gift and service providers. If any part of the prize is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
13. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

GENERAL

14. 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 submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. 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.
15. 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.

16. The Promoter's decision is final and no correspondence will be entered into.
17. 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.
18. 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 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

19. 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 Chatswood database. The Promoter and the Scentre 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 Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. 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. To view the Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.

20. 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 Chatswood Shopping Centre, Centre Management, 1 Anderson Street, Chatswood, NSW 2067. Telephone: 02 9412 1555.
21. 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.