

## **TERMS AND CONDITIONS FOR “WESTFIELD EASTGARDENS BONUS HOYTS MOVIE TICKET(S)” GIFT WITH PURCHASE PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Eastgardens Bonus Hoyts Movie Ticket(s)” 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 Eastgardens 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 the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 (**“Promotion Period”**).

### **HOW TO ENTER**

5. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 3.

### **LIMITS OF CLAIM**

6. Limit of one per person, per transaction, per day throughout the Promotion Period.

### **GIFT**

7. The gift or prizes to be distributed as indicated in Item 3.

8. The “Bonus Hoyts Movie Ticket(s)” gift will be distributed to persons who are eligible during the Promotion Period. The Promoter accepts no responsibility and will not offer any alternative when stock runs out.

## **GENERAL**

9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. 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.
11. If an eligible person is under the age of 18 years, the gift will be distributed to the person’s nominated parent or guardian on their behalf.
12. Total Promotional pool value is the value indicated in Item 7.
13. Any unused portion of the gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
14. 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.
15. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry 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.
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 entrant; 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 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**

20. 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 Eastgardens 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.

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 Eastgardens Shopping Centre, Centre Management, 152 Bunnerong Road, Eastgardens, NSW 2036. Telephone: 02 9344 6766.
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.

Item 1

Promotion commences

Date: Thursday 11 May

Time: AEST 5.00pm

**For the purpose of the NSW Lottery Department this date will not be before 11/05/2017.**

Item 2

Promotion Concludes

Date: Sunday 14 May

Time: AEST 5.00pm

**For the purpose of the NSW Lottery Department this date will be on or before 14/05/2017.**

Item 3

To enter, individuals must, during the promotional period, either:

**For the purpose of the NSW Lottery Department this may include, but is not limited to, the following examples:**

- i. To claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps:

- a. Spend \$150 - \$199.99 on specialty fashion, beauty, footwear and accessories in a single day at participating retailers in Westfield Eastgardens to receive one (1) Bonus Hoyts Movie Ticket ; or
- b. Spend \$200 or more on specialty fashion, beauty, footwear and accessories in a single day at participating retailers in Westfield Eastgardens to receive two (2) Bonus Hoyts Movie Tickets; and
- c. Take their receipt(s) to Westfield Concierge staff on the same day as purchase, supply their name, email address and post code to Westfield Concierge staff to redeem their bonus gift. Limit of one redemption per person per day.

Excludes; prescription glasses and prescription sunglasses, fine jewellery, beauty services, product repairs, Laybys and exchange.

#### Item 4

Gifts to be awarded include:

Three hundred (300) Hoyts Eastgardens Movie Tickets, total value of **\$4200**.

**For the purpose of the NSW Lottery Department the gifts may include, but are not limited to retailer products, personal styling packages, accommodation and Westfield Eastgardens Shopping Centre experience packages, food and dining experiences, gift cards and event tickets. The details and value of each prize will be entered above.**

**For the purpose of the NSW Lottery Department, no prohibited gifts will be distributed.**

**For the purpose of the NSW Lottery Department the value of each gift will not exceed \$1,000.**

#### Item 5

Value of total value is: \$4200

## Participating Retailers

1001 Optical	Factories	Need Want Now	Spend-Less Shoes
Ally Fashion	Famous Footwear	Nike	Sportscraft
Autograph	Foot Locker	Nirvana Beauty	Sportsgirl
Bags Plus	Forcast	Noni B	Strandbags
Bardot	Forever New	OPSM	Stylz Hair
Bardot Junior	General Pants Co.	Pearl Nails	Sunshine Beauty
Betts	Glassons	Peter Jackson	Supre
Blue Illusion	Glue Store	Pierre Haddad	Surf Dive N Ski
Bras N Things	Hair by Ash	Platypus Shoes	Suzanne Grae
City Chic	Hairhouse Warehouse	Priceline	Tarocash
Colette by Colette Hayman	Hair Scope	Professionail	The Athlete's Foot
Connor	Honey Birdette	Rebel	The Body Shop
Cotton On	iContact	Results Laser Clinic	Top Spa & Nails
Cotton On Body	In Sport	Rockmans	Tree of Life
Cotton On Kids	Jeanswest	Rubi Shoes	Uppercuts
Country Road	Just Jeans	Running Bare	Wanted Shoes
Cue	Kathmandu	SES Fashion	Williams
Decjuba	Katies	Shaver Shop	Witchery
Diva Brows	Laser Clinics Australia	Sheike	Wittner
Eden Laser	Leah's Waxworks	Shoe Box	YD.
Ella Rouge Beauty	Lonsdale	Shoes & Sox	
Eminence Beauty	Lux Nails & Beauty	Shop Smart	
Exquisite Brows	Nails Avenue	Skechers	
Eye Care Plus	Napoleon Perdis	Specsavers	