TERMS AND CONDITIONS FOR GIFT WITH PURCHASE "SPEND \$40 ON DINING AND RECEIVE A BONUS MOVIE TICKET" PROMOTION

 Information on how to claim and gifts form part of these Terms and Conditions. Participation in this "SPEND \$40 ON DINING AND RECEIVE A BONUS MOVIE TICKET" Promotion ("Promotion") is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

- 2. Subject to condition 3, this Promotion is only open to NSW residents.
- 3. The following are ineligible to participate: (i) employees of the Promoter, Scentre Group and (ii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

4. This Promotion commences at Westfield Chatswood at 6.00pm AEDST on 23/07/2017.

This Promotion ends at Westfield Chatswood at 9.00pm AEDST on 02/08/2017 OR while stocks last ("Promotion Period").

HOW TO CLAIM

- 5. The Promotion will be conducted at selected Westfield Shopping Centres as set out in Annexure A ("Participating Centres").
- 6. An **"Ineligible Transaction"** means any transaction recorded on an invalid receipt, as specified in condition 8 below. **"Participating Retailers"** are as set out in Annexure A.
- 7. To be eligible to participate in this Promotion and claim the gift, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Spend \$40 or more at any of the participating dining retailers between 6pm and 9pm on a Sunday to Wednesday night ONLY during the Promotion Period at Westfield Chatswood, excluding any Ineligible Transaction ("Qualifying Spend"). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Restaurants; however, all purchases must be made at one (1) Participating Centre, on one (1) day, during the Promotion Period.
 - (b) Present their own original valid receipt(s) recording the Qualifying Spend which must specify the restaurant and date/time of purchase(s) one the same day of making the Qualifying Spend to the Westfield Desk at Westfield Chatswood to claim promotion prize.

INVALID RECEIPTS

8. 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.

PRIZE

9. Each valid claim submitted to the Westfield Desk at Westfield Chatswood in accordance with these Terms and Conditions will receive one (1) Hoyts Adult Movie Ticket as set out in Annexure A valued at \$25.50. Tickets are able to be redeemed at **Hoyts Westfield Chatswood** only and will expire **January 2018.**

GENERAL

- 10. Each individual is only permitted to make **one (1) prize claim per day** under this Promotion. Valid receipts of purchase must be presented on the same day of purchase to redeem Promotional offer. Incomplete, indecipherable or illegible claims will be deemed invalid. Any prize portions that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter.
- 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 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 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. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 14. 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.

- 15. The Promoter's decision is final and no correspondence will be entered into.
- 16. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the guarantees under the Australian Consumer Law or similar 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.
- 17. 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 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

18. In order to conduct this Promotion, the Promoter needs to 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 that the claimant agrees to being entered into the Westfield database. The Promoter and the Westfield Group may, for so long as the claimant remains an active contact on our database, 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 the Westfield Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of

claimants will be stored at the office of the Promoter and/ or Westfield. Upon the claimant's request, all information provided will be removed from our active database. To request details to be removed, please go to <u>www.westfield.com.au/unsubscribe</u> 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 <u>www.westfield.com.au/privacy-policy</u>. All claims remain the property of the Promoter.

- 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.
- **20.** 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: Sunday 23rd July

Time: 6.00pm

Item 2

Entries Close

Date: Wednesday 2nd August

Time: 9.00pm

ANNEXURE A

Participating Centres and GWP for Participating Centre are set out below:

Participating Centres	GWP	Maximum total prize value
NSW		
Westfield	One (1) Movie Ticket at Hoyts	\$25.50
Chatswood	Westfield Chatswood valued at \$25.50	\$23.30
Total Prize Pool	600 Movie Tickets	\$15,300

Included retailers are set out below:

Hawker Lane / Level 2

- Aqua S
- Cha Chu's
- Cheers Cut
- China Chilli
- Dumplings & Co
- Gong Cha
- Greek Street
- Jim's Malaysia
- Lamb & Cumin
- Madame Nhu
- Makanai Ramen Noodle House
- Mao Cai
- Nahm Jimm
- Noodle Warriors
- Oliver Brown
- One Tea Grill
- Sushi World

Anderson Street

- Din Tai Fung
- Hurricane's Express
- Nando's
- Royal Stacks
- Tarboosh Grill

Level 6

- Blue Fin Sushi
- King Dynasty
- San Churro
- Soban & Towan