

## Afterpay Westfield Consumer Promotion

### Terms and Conditions

1. Information on how to enter and the prizes form part of these terms and conditions. By submitting an entry to this promotion, entrants agree to be bound by these terms and conditions. In the event of any inconsistency between these terms and conditions and any other published material, these terms and conditions prevail.
2. The promotion commences at 12:00am AEDT on 7<sup>th</sup> September 2017 and closes 9:00PM AEST on Sunday 10<sup>th</sup> September 2017. All entries must be received by the Promoter during this period. Promoter's designated computer is the official time clock for the promotion.

### Promoter

3. The promoter is Afterpay Pty Limited located at Level 5, 406 Collins St Melbourne, VIC Australia 2010 ABN 15 169 342 947, phone 1300 100 729.

### Entry to promotion

4. Entry is open to all legal Australians over the age of 18. Entrants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. Directors and employees of the Promoter and its affiliate companies, and their immediate families are ineligible to enter. The Promoter reserves the right to verify an entrant's details by their drivers licence, passport or other identification deemed suitable by the Promoter. It is the entrants' responsibility to notify the Promoter if their contact details change after the submission of their entry.
5. To enter the draw, entrants must make a purchase in store through the Afterpay payment platform during the promotion period.
6. Entrants may enter this promotion multiple times. The number of purchases made in store through the platform equal the number of entries. There is no limit to the number of entries, however purchases must be in accordance with the entrants' Afterpay account status. The Promoter reserves the right, in its absolute discretion, to verify the validity of all entries and to disqualify any entrant if the Promoter suspects they have tampered with the entry process, or if they have submitted an entry that is not in accordance with these terms and conditions, or

if the Promoter considers that the entrant has engaged in conduct that is fraudulent, misleading, deceptive or which may damage the goodwill or reputation of the Promoter. The Promoter reserves the right to disqualify a winner and award the prize to a redraw winner if the Promoter becomes aware that the winners' entry is of a type described in this provision.

7. An entry may be deemed invalid and ineligible for entry to the promotion if any of the requested information on the entry is incomplete or if the Promoter deems any information on the entry to be incorrect or misleading.
8. To enter the promotion each entrant must make a purchase in store at one of Afterpay's merchant partners that offer Afterpay instore through the Afterpay platform. A complete list of Afterpay's eligible in-store merchant partners can be found at: <https://www.afterpay.com/en-AU/category/in-store>

#### Prize

9. There is five (5) prizes each consisting of a \$1,000 Westfield voucher which may be redeemed at any Westfield retail location nationally within Australia. Total Prize Pool is \$5,000.00.
10. The Promoter will not replace a lost, mutilated, or stolen voucher. Standard terms and conditions apply. The voucher may not be exchanged for cash and no change will be provided on any unspent portion of the voucher. The voucher will have an expiry date of 12 months from the date of the prize draw.
11. The Promoter accepts no responsibility for any variation in prize value. Subject to any legislation governing this promotion, the Promoter reserves the right to substitute the prize in whole (or any of its components), with another prize of equal or greater value.
12. Prizes are not transferable, returnable or redeemable for cash, in whole or in part.

#### Draw of winner

13. The winner will be selected by means of a random draw from all entries received during the promotion period. The draw will be conducted, in the presence of an independent witness, at 11:00 AM AEST on 19<sup>th</sup> September 2017 at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD, 4350.
14. The winner will be notified by email within two days of the draw date and the

winner's name will be published on 26th September 2017 at [www.afterpay.com.au](http://www.afterpay.com.au) for a period of no less than 28 days.

15. The Promoter may require the winner to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of the prize. If the winner fails to sign and return the requested documents to the Promoter, that winner may be disqualified, and the prize will thereafter be awarded to an alternate winner from the remaining valid entries using the procedure specified above.
16. Subject to any directions given under the legislation regulating the Competition, should any prize be unclaimed, the promoter may conduct an unclaimed prize draw. Any required unclaimed prize draw from all non-winning entries will take place at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD 4350 at 11:00 am ADST on 20<sup>th</sup> January 2018. Any redraw winner will be notified by email on 21<sup>st</sup> January 2018 and the redraw winners' name will be published online at [www.afterpay.com.au](http://www.afterpay.com.au) for a period not less than 28 days.

#### Reservation of rights and limitation of liability

17. The Promoter's decision on any aspect of this promotion is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries and/or other communications; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this giveaway; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Promotion. Entries will be deemed void if forged, manipulated or tampered with in any way. Entries not submitted in accordance with these terms and conditions will be invalid.
18. By entering into this promotion, the entrant accepts full responsibility for their decision to participate in this promotion and the prize should they be chosen as a winner. The winner releases the Promoter, and any other organiser and related body corporate, affiliates, officers, directors and employees (all "released parties") from all liabilities, loss and damage of any kind arising at any time out

of, or in connection with, the entry to the promotion, acceptance and use of the prize. The Released Parties do not accept any liability for any injury, sickness or death or property loss or damage or any other direct or indirect loss or damage of any kind, however it may occur. The Promoter is not responsible for any typographical errors or other errors in the printing of this offer or administration of this promotion or in the announcement of winner.

19. If for any reason the promotion cannot be run as planned or if the Promoter suspects an issue with the integrity of the promotion, the Promoter reserves the right to alter or cancel or restart the promotion without further notice.
20. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

#### Disputes

21. By acceptance and/or use of the prize, the winner agrees that the Promoter may use the winner's name, image, likeness, voice or quote for any purpose, including for marketing and promotion purposes anywhere in the world and in any form of media, without limitation and without compensation unless prohibited by law.
22. Each entry includes personal information which may be used by the Promoter in accordance with the Promoters' Privacy Policy which can be located <https://www.afterpay.com.au/privacy/> All entries become the property of the Promoter.
23. To obtain the identity of the winner and/or a copy of these Terms and Conditions, send an email to [marketing@afterpay.com.au](mailto:marketing@afterpay.com.au).

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