

## **TERMS AND CONDITIONS FOR “BONUS MECCA MAX MAKEUP POUCH GWP” 2017 PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Bonus Mecca Max Makeup Pouch GWP” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on VIC 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 parent/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 Fountain Gate 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 ON ENTRY**

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

### **DRAW DETAILS**

7. The draw will take place at the Participating Centre, Centre Management, 352 Princes Highway, Fountain Gate, VIC 3805 at the time and on the date indicated in Item 4. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

## **WINNER NOTIFICATION**

8. The provisional winner(s) will be notified in writing. A provisional winner will only be deemed a winner once verified by the Promoter. Any VIC winner of a prize valued at over \$1,000 will have their name and postcode published on [www.facebook.com.au/WestfieldFountainGate](https://www.facebook.com.au/WestfieldFountainGate) and/or via Westfield Fountain Gate Shopping Centre's Instagram (if applicable) within fourteen (14) days of the draw date, for a period of twenty-eight (28) days.

## **PRIZES**

9. The prize or prizes to be awarded are indicated in Item 5. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.

## **UNCLAIMED PRIZE DRAW**

10. 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 Item 6 to award the prize(s). This date will be no sooner than twenty-eight (28) days 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 and any VIC winner of a prize valued at over \$1,000 will have their name and postcode published on [www.facebook.com.au/WestfieldFountainGate](https://www.facebook.com.au/WestfieldFountainGate) and/or via Westfield Fountain Gate Shopping Centre's Instagram (if applicable) within fourteen (14) days of the draw date, for a period of twenty-eight (28) days.

## **GENERAL**

11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. 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.
13. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. 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.
15. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is the value indicated in Item 7.

17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
19. 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.
20. 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.
21. The Promoter's decision is final and no correspondence will be entered into.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. 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.

24. 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

25. 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 Fountain Gate 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 Westfield Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.
26. 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 Fountain Gate Shopping Centre, Centre Management, 352 Princes Highway, Fountain Gate, VIC 3805.
27. 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.

28. Participating/eligible retailers:

Myer  
Harris Scarfe  
Target  
Big W  
K Mart  
10Dollar  
Ally  
Bardot  
City Chic  
Crossroads  
Cue  
Decjuba  
Diana Ferrari  
Dangerfield  
Dotti  
Energetiks Dance Wear  
Forecast  
Forever New  
Ghanda  
Glassons  
Jacqui E  
Just U  
Katie's/Autograph  
Millers  
Moire'  
My Size  
Noni B  
Portmans  
Review  
Ripe Maternity  
Seed  
Sportsgirl  
Supre  
Sussan  
Suzanne Grae  
Temt  
The Aviary  
Valleygirl  
Witchery  
Young Urban  
Zachary The Label  
Bras N Things  
Cotton On Body  
Honey Birdette  
Bell & Barnett  
Biblos  
Bossini  
Connor  
Ed Harry Menswear  
Fast Times  
Johnny Bigg  
Lowe's  
Neverland  
Peter Jackson Australia  
Politix  
Rdx  
Roger David  
Sires  
Tarocash  
Yd  
Bad Workwear  
Best & Less  
Bonds  
Cotton On  
Edge Clothing  
Factorie  
General Pants Co  
Ghanda  
Glue  
Jay Jays Trademark  
Jeanswest  
Just Jeans  
Oxford  
Ozmosis  
Pegasus Shoes

Peter Alexander  
Sportscraft  
Surf Dive'N Ski  
Universal Store  
G Bags  
Strandbags  
Victoria Station  
Zelows  
Sunglass Hut  
A2Z Baggage  
Colette By Colette Hayman  
Kate Hill  
Lovisa  
Lovisa  
Mocha  
Betts For Her  
Jo Mercer  
Novo  
Rmk Shoes  
Sheriton Shoes  
Wittner  
Air Flex  
Betts Kids  
Famous Footwear  
Hush Puppies  
Hype Dc  
Marco Gianni  
Mathers  
Merchant  
Platypus Shoes  
Skechers World Famous  
Spendless Shoes  
Williams The Shoemen  
Foot Locker  
The Athletes Foot  
Angus & Coote  
Bevilles Jewellers  
Goldmark  
Mazzucchelli'S  
Michael Hill  
Pandora  
Prouds The Jewellers  
Saleras Jewellmasters  
Solitaire Jewellery  
Swarovski  
Zamel'S Jewellers  
Alex And Ani  
Butterfly Silver  
House Of Watches  
All Books  
Collins Booksellers  
Qbd The Bookshop  
Robinsons Books  
Aussie Disposals  
Kathmandu  
Lorna Jane  
Merrell  
Nike  
Ray'S Outdoors  
Rebel Sport  
Rockwear  
Sportsco  
Fountain Gate Pharmacy  
My Chemist  
Terry White Chemists  
My Beauty Spot  
My Beauty Spot  
Hart And Co.  
Body Shop  
Lush Fresh Handmade Cosmetics  
Mecca Maxima  
Napoleon Perdis  
Priceline  
Best Cuts  
Dominic'S Hairdressing  
Express Cuts  
Express Cuts  
Express Cuts  
Hairhouse Warehouse  
Hairway  
Isha'S Hair And Beauty  
Perri'S Hairdressing  
Price Attack  
Walk-Up Cuts & Colours  
Jack'S Haircutters  
Australian Skin Clinics  
Diamond Nail Salon  
Ella Bache

Endota Spa  
Essential Beauty  
Forever Young Massage  
Gaia Spa By Beauty On Earth  
Greenpalm Foot Heaven  
Hollywood Nails  
Laser Clinics Australia  
Le Beauty  
Le Nails  
Masters Of Beauty Lounge  
Maxicare Eyebrows  
Myplace Massage & Foot Spa  
Myplace Massage & Foot Spa  
Myskin Laser Clinics  
Odyssey Nails  
Professionail  
Royal Hands Chinese Massage  
Sen'S Body & Mind  
The Beauty & Brow Parlour  
World Nails  
Xpertease  
Zhong'S Massage  
Rivers  
Trade Secret  
Savers

#### Item 1

Promotion commences

Date: Monday 11 September 2017

Time: 9.00am

#### Item 2

Entries Close

Date: Friday 15 September 2017

Time: 9.00pm

**This date must be within twelve (12) months of the commencement date.**

#### Item 3

To enter, individuals must, during the promotional period: Spend \$180 or more on Fashion, Beauty, Footwear and/or Accessories in one day, present receipts to Concierge and complete an entry form.

#### Item 4

Draw Date

Date: Friday 15 September 2017

Time: 9.00pm

**This date must be after the draw date.**

Item 5

Prize or prizes to be awarded include:

The first four hundred (400) valid entries will receive a Mecca Max Makeup Pouch valued at \$61.

**Prizes may include, but are not limited to retailer products, personal styling packages, accommodation and Westfield Fountain Gate Shopping Centre experience packages, food and dining experiences, gift cards and event tickets. The details and value of each prize will be entered above.**

Item 7

Value of total prize pool is: \$24,400