# TERMS AND CONDITIONS FOR SCENTRE GROUP "WIN THE ULTIMATE CUP DAY EXPERIENCE" PROMOTION

 Information on how to claim and gifts form part of these Terms and Conditions. Participation in this Scentre Promotion Fund Management Pty LTD ("Promotion") is deemed acceptance of these Terms and Conditions.

## **ELIGIBILITY**

- 2. Subject to condition 3, this Promotion is only open to Australian residents. 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 all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.
- 3. The following are ineligible to participate: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the Participating Centre (as defined in condition 5 below) 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 Westfield Belconnen at 9:00am AEDST on 14/11/2017 and ends at 5:00pm AEDST on 24/12/2017 or whilst the number of gifts in Westfield Belconnen lasts, whichever occurs first ("Promotion Period").

## **HOW TO ENTER**

- 5. The Promotion will be conducted at Scentre Promotion Fund Management Pty Ltd's participating retailers at selected Westfield Shopping Centres as set out in Annexure A ("Participating Centres"). The number of gifts that are available in each Participating Centre is also set out in Annexure A.
- 6. To be eligible to participate in this Promotion and enter the draw with a chance of winning a gift, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Find all of Santa's elves & list the locations on the Clue Sheet on any single day during the Promotion Period at Westfield Belconnen. For clarity, only one entry can be made at one (1) Participating Centre, on one (1) day, during the Promotion Period;
  - (b) Present their entry form with all details completed on the same day as entering the promotion to the Westfield Concierge Desk at Westfield Belconnen; and

(c) Supply their full name and a valid email address to be registered to the Westfield Belconnen database. It is a condition of entering the draw that participants agree for their personal information to be added to the Westfield Belconnen database and to be used in accordance with the purposes set out in these Terms and Conditions.

#### LIMITS ON ENTRY

- 7. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Spend; (ii) limit of one (1) entry per eligible person per day; and (iii) each entry must be submitted separately and in accordance with the entry requirements
- 8. Entrants 18 years of age or over

## **DRAW DETAILS**

9. There will be one draw per week of the promotional period. The draws will will take place at Westfield Belconnen, Centre Management, Benjamin Way, Belconnen, ACT, 2617 at 5pm on 20/11/2017, 27/11/2017, 4/12/2017, 11/12/2017, 18/12/2017, 2/01/2018 at 5pm. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

## WINNER NOTFICATION

10. The provisional winner will be contacted directly. A provisional winner will only be deemed a winner once verified by the Promoter. The winner will be notified within one day of the draw date.

#### **PRIZES**

• 6 x Family Movie Pass valid at Hoyts Cinemas Australia (valued at \$56 each).

#### **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. Prize is subject to the standard terms and conditions of individual prize and service providers. 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.
- 14. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

- 15. Total prize pool value is \$336
- 16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 17. 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.
- 18. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participating Retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19. 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.
- 20. The Promoter's decision is final and no correspondence will be entered into.
- 21. 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 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.
- 22. 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 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 the prize.

#### **PRIVACY**

- 23. 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 database. The Promoter and the Westfield 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 Westfield Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter and/ or Westfield. 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/aucentres/site/yourprivacy. All entries remain the property of the Promoter.
- 24. The "Promoter" is Scentre Promotion Fund Management Pty Ltd (ABN 77 011 047 215) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: (02) 9358 7000.

## **ANNEXURE A**

#### Item 1

Promotion commences Date: Wed 15 Nov 2017

Time: 9am

#### Item 2

**Entries Close** 

Date: Sun 24 December 2017

Time: 5pm

## Item 3

**Draw Date** 

Draw 1 date: 20/11/2017 Draw 2 date: 27/11/2017 Draw 3 date: 4/12/2017 Draw 4 date: 11/12/2017 Draw 5 date: 18/12/2017 Draw 6 date: 2/01/2018

Time: 12.00pm

#### Item 4

Unclaimed Prize Draw
Draw 1 date: 20/12/2017
Draw 2 date: 27/12/2017
Draw 3 date: 4/1/2018
Draw 4 date: 11/1/2018
Draw 5 date: 18/1//2018
Draw 6 date: 2/02/2018

Time: 5:30pm

This date is at the discretion of Scentre Promotion Fund Management Pty Ltd however must be at least twenty-eight (28) days after the original draw date, except in the case of an event prize. In the case of an event prize being unclaimed, this draw may take place earlier than twenty-eight (28) after the original draw, but will be within a reasonable time after the original draw, depending on the date of the event.

## Item 7

Value of total prize pool is: \$336

# Participating Centre and the number of prizes is set out below:

Participating Centre	Number of Prizes
Westfield Woden (ACT)	6 x Family Movie Pass valued at: \$56
Westfield Belconnen (ACT)	6 x Family Movie Pass valued at:\$56