

## TERMS AND CONDITIONS FOR WESTFIELD WHITFORD CITY “CHICKS AT THE FLICKS ADVANCED SCREENING ‘BLOCKERS’ GIVEAWAY” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Perth Racing” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on WA local time.
2. There is one (1) “Prize” to be won. “Prize” consists of 1x Double Pass to the advanced screening of ‘Blockers’. *Valued at \$56.00. Total prize pool \$56.00*
3. The contest commences at 6:00PM AWST on Wednesday 14/03/2018 and concludes at 10:00AM AWST on Friday 16/03/2018 (the “Contest Period”).

### ELIGIBILITY

4. This Promotion is only open to West Australian residents aged 18 years or over.
5. The following are ineligible: (i) employees of the Promoter, the Westfield Group or any of the tenants or retailers in Westfield Whitford City 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. Entrants must follow instructions as indicated daily on Westfield Innaloo’s social media channels during the promotion period.

### PROMOTION PERIOD

6. This Promotion commences at the time and on the date indicated in Item 3 and ends at the time and on the date indicated in Item 3 (“**Promotion Period**”).

### HOW TO ENTER

7. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 8 and arrange collection of the prize from the Participating Centre if required.
8. To enter the Contest through Facebook you will need to comment on the dedicated competition post on the Westfield Whitford City Facebook Page ([Facebook.com/WestfieldWhitfordCity](https://www.facebook.com/WestfieldWhitfordCity)). The Facebook Terms of Use can be found at [facebook.com/policies/](https://www.facebook.com/policies/)

### LIMITS ON ENTRY

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

### DRAW DETAILS

10. The draw will take place at the Participating Centre, Centre Management, Cnr Whitford & Marmion Ave, WA 6025 at the time and on the date indicated in Item 3. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

### WINNER NOTIFICATION

11. The provisional winner(s) will be notified in writing via the competition post on the Westfield Whitford City Facebook page on 11am on 16/03/2018. A provisional winner will only be

deemed a winner once verified by the Promoter with photo identification presented at Westfield Whitford City's Concierge Desk.

## **PRIZES**

12. The prize or prizes to be awarded are indicated in Item 2. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.
13. Winners are responsible for all costs associated with collecting prizes including pick up from Westfield Whitford City shopping centre concierge desk, Cnr Whitford & Marmion Ave, Hillarys WA 6025. The prize must be collected by the Winners prior on 23/03/2018.

## **UNCLAIMED PRIZE DRAW**

14. 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 3 to award the prize(s). This date will be no sooner than three (3) months 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.

## **GENERAL**

15. Incomplete, indecipherable or illegible entries will be deemed invalid.
16. 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.
17. 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.
18. 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 equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is the value indicated in Item 3.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. 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.
22. 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 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.
23. 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.

24. The Promoter's decision is final and no correspondence will be entered into.
25. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Terms of Use can be found at [facebook.com/legal/terms](https://facebook.com/legal/terms)
26. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
27. 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.
28. 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 a prize.

## PRIVACY

29. 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. 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 <http://www.westfield.com.au/au/help/privacy-policy>. All entries remain the property of the Promoter. Personal information will not be disclosed overseas.

- 30.** The “**Promoter**” is Westfield Promotion Fund Management Pty Ltd (in its capacity as The Trustee for SCENTRE PROMOTION FUND ABN 79 727 004 194) C/- Westfield Whitford City Shopping Centre, Centre Management, Cnr Whitford & Marmion Ave, Hillarys, WA 6025.