

TERMS AND CONDITIONS FOR WESTFIELD LOCAL HEROES PROGRAM 2018

1. TERMS AND CONDITIONS

- 1.1. The terms and conditions of the Westfield Local Heroes Program 2018 (“**Program**”) comprise:
 - a. these terms and conditions;
 - b. the online nomination form available at www.westfield.com.au/localheroes or www.westfield.co.nz/localheroes (**Nomination Form**);
 - c. the Nominee Consent and Endorsement Form available at www.westfield.com.au/localheroes or www.westfield.co.nz/localheroes; and
 - d. the Voting Form,
(together, **Terms and Conditions**).
- 1.2. By participating in the Program, Nominees, Nominators (who may become Westfield Local Heroes) and Affiliated Organisations (together, **Participants**) agree to be bound by the Terms and Conditions.

2. OVERVIEW OF THE PROGRAM

Subject to the Terms and Conditions:

- 2.1. the Program is administered by Scentre Group Limited, the owner and operator of Westfield Shopping Centres in Australia and New Zealand, (**Scentre Group**), and will be offered in 39 Westfield shopping centres across Australia and New Zealand.
- 2.2. the intention of the Program is to discover and recognise individuals who promote social wellbeing and harmony in their local community.
- 2.3. to be eligible, Nominees must be affiliated with a registered organisation whose work, activities or programs benefit the local community across one or more of the three social values of family, youth opportunity or inclusion.
- 2.4. the nomination process commences at 8am (AEST) on 23 April 2018 and nominations close midnight (AEST) on 16 May 2018 (“**Nomination Period**”). Scentre Group may, at its absolute discretion, extend the Nomination Period in respect of any Centre.
- 2.5. the selection of Finalists by Scentre Group will take place between 8am (AEST) on 21 May 2018 and 5pm (AEDST) on 17 June 2018 (“**Selection Period**”). Scentre Group may, at its absolute discretion, extend the Selection Period in respect of any Centre.
- 2.6. the public vote of the Finalists will take place between 8am (AEST) on 18 June 2018 and midnight (AEST) on 1 July 2018 (“**Voting Period**”). Scentre Group may, at its absolute discretion, extend the Voting Period in respect of any Centre.
- 2.7. up to 3 Finalists per Centre who receive the most public votes during the Voting Period will each be given the title “Westfield Local Hero” (“**Westfield Local Hero**”) and their Affiliated Organisation will receive a cash contribution of up to \$10,000 (**Grant**) to assist their elected activity or program.

3. WHO CAN NOMINATE?

- 3.1. Subject to the Terms and Conditions, any person over the age of 18 (**Nominator**) may nominate a Nominee to be a Westfield Local Hero.
- 3.2. If a person under the age of 18 wishes nominate a Nominee, they may participate in the Program by having their parent or guardian submit a Nomination on their behalf.
- 3.3. Subject to the Terms and Conditions, a person may nominate themselves to be a Westfield Local Hero. Any person who nominates themselves to be a Westfield Local Hero will be both a Nominator and Nominee for the purposes of the Terms and Conditions.

4. WHO CAN BE NOMINATED?

- 4.1. A Nominator may nominate any person who meets each of the following criterion to be a nominee (**Nominee**) in the Program:
 - a. the Nominee must be affiliated with an incorporated or unincorporated registered organisation (**Affiliated Organisation**) whose work, activities or programs benefit the local community across one or more of the three social values of family, youth opportunity or inclusion. Nominee affiliation includes, but is not limited to, being a volunteer, member or paid employee of the Affiliated Organisation.
The Nominee’s activities or work with the Affiliated Organisation must, in Scentre Group’s opinion, improve the social wellbeing and social harmony of the local community within the Trade Area of the selected Westfield shopping centre (**Centre**). ‘Trade Area’ refers to the geographical region that forms the customer and community base of a Centre, as determined by Scentre Group.
 - b. For a Nominee to be eligible for the Program, either:
 - i. the Affiliated Organisation will have its head office or a branch located within the Trade Area of a Centre; or
 - ii. the Nominee’s work or activity for the Affiliated Organisation will occur within the Trade Area of a Centre.
Scentre Group reserves the right in its absolute discretion to determine the Centre Trade Area (if any) in which the Nominee works or the Affiliated Organisation operates.
Should the above requirements not be met, Scentre Group reserves the right in its absolute discretion to refuse to accept the Nomination.
 - c. Nominators must have permission from the Nominee to nominate them into the Program by having them complete and sign the Nominee Consent and Endorsement Form;
 - d. Nominators must have the endorsement of the Nominee’s Affiliated Organisation by having them complete and sign the Nominee Consent and Endorsement Form;

- e. the Nominee's work or activities with the Affiliated Organisation for which they are nominated in the Program must not be for the purposes of pushing any political or religious agenda or for the benefit of any overseas programs and projects, including international good will agencies.
- 4.2. If more than one Nomination is received by Scentre Group in relation to a Nominee, Scentre Group will, during the Selection Period, determine which Nomination will advance to public voting (during the Voting Period). Determination of which Nomination will advance to public voting will be at Scentre Group's absolute discretion.
 - 4.3. A Nominee may be selected as a Finalist by Scentre Group in respect of one Centre only.
 - 4.4. Employees of Scentre Group and any agencies associated with this Program and their immediate family are not eligible to be a Nominee. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother, step-sister. Scentre Group reserves the right to refuse any Nomination due to a conflict of interest which is determinable by Scentre Group at its absolute discretion.
- 5. HOW TO NOMINATE?**
- 5.1. To enter the Program, Nominators must, during the Nomination Period, complete the Nomination Form for a Nominee (a completed Nomination Form is herein referred to as a "**Nomination**").
 - 5.2. No offline nominations will be considered.
 - 5.3. At Scentre Group's absolute discretion it may accept or reject Nominations which contain errors and/or omissions. Failure by Scentre Group to enforce any of its rights at any stage does not constitute a waiver of those rights.
 - 5.4. Incomplete or indecipherable Nominations may be deemed invalid at Scentre Group's absolute discretion.
 - 5.5. If there is a dispute as to the identity of a Nominator, Nominee or Affiliated Organisation, Scentre Group reserves the right, in its absolute discretion, to determine the identity of that person or Affiliated Organisation.
 - 5.6. No responsibility is accepted by Scentre Group for late, lost or misdirected Nominations (including where a Nomination Form is not received due to any technical difficulties).
- 6. THE NOMINATION**
- 6.1. By entering the Program, Participants acknowledge and agree that:
 - a. the Program is conducted at Scentre Group's absolute discretion, and if the Program is not conducted as anticipated due to any reason, Scentre Group reserves the right, in its absolute discretion, to the full extent permitted by law to:
 - (a) disqualify any Nomination; or
 - (b) modify, suspend, terminate or cancel the Program;
 - b. There may only be one Nominee per Nomination, and that person will be the person nominated by the Nominator in the Nomination Form;
 - c. Scentre Group may contact a Participant at any time in relation to the Program during the Nomination Period, Selection Period, Voting Period and Promotion Period (as applicable);
 - d. There is no obligation or requirement on Scentre Group to promote, use or display any information (including Personal Information) provided in the Nomination, including but not limited to their name, suburb, state, photo and a description of their initiative working with their Affiliated Organisation;
 - e. In entering the Program, the Nominator will not transfer files (including photos) which contain viruses or other harmful programs;
 - g. The Nominator has all permissions and consents to enable them to nominate the Nominee, including consent to upload a photo of the Nominee. If requested by Scentre Group, the Nominator must provide Scentre Group with evidence of such consent and permission;
 - i. Scentre Group is under no obligation to communicate in any way with a Participant in connection with the Program, including in respect of any Nomination;
 - k. Uploading the photo of the Nominee will not infringe the copyright or other rights of any third party, or infringe any applicable laws or regulations; and
 - 6.2. Participants acknowledge that by participating in the Program they may, if requested by Scentre Group, be required to confirm or provide additional information in respect of any Nomination (either by phone, email or in person) to Scentre Group during the Program.
 - 6.3. By entering the Program, Nominators and Nominees represent and warrant that all information provided by them to Scentre Group in the Nomination or otherwise in connection with the Program is true and correct, and not misleading or deceptive by omission or otherwise.
 - 6.4. Scentre Group reserves the right, at any time, in its discretion:
 - a. to verify the validity of Nominations (including the identities of Participants); and
 - b. to disqualify (at Scentre Group's absolute discretion) any Nomination from the Program that is not made in accordance with the Terms and Conditions or which Scentre Group otherwise deems inappropriate; and
 - c. to vary these Terms and Conditions, or to cancel, postpone or reschedule the Program.
- 7. SELECTION PERIOD**
- 7.1. During the Selection Period, Scentre Group:
 - a. will review the Nominations to determine the Nominees who are Finalists (**Finalists**) in the Program. The Finalists will advance to the public voting stage of the Program;
 - b. may ask Nominators and Nominees to participate in further interviews or other selection activities to assist in shortlisting Nominees. Nominees must make themselves reasonably available to participate in any such interviews or other selection activities; and
 - c. may, in its absolute discretion, shortlist Nominees as Finalists based on their Nomination.
 - 7.2. Upon selection, Finalists' names, a photograph and information pertaining to the work or activities for which they were nominated will be published on the Westfield website, on Westfield social media and in-centre at selected Centres.

- 7.3. Scentre Group reserves the right to commence reviewing Nominations prior to the commencement of the Selection Period.
- 7.4. Finalists must maintain the confidentiality of their selection as a Finalist at Scentre Group's direction.

8. VOTING PERIOD

- 8.1. During the Voting Period:
 - a. the public will vote for their preferred Finalist.
 - b. Voting is open to any person over the age of 18 years (**Voter**). If a person under the age of 18 wishes to cast a vote, they may participate by having their parent or guardian cast a vote on their behalf.
- 8.2. To cast a vote, the Voter must go online to www.westfield.com.au/localheroes and complete a voting form (Voting Form) during the Voting Period. Only votes which are cast via www.westfield.com.au/localheroes during the Voting Period will be accepted by Scentre Group. No offline votes will be accepted;
- 8.3. A Voter may only vote for one Finalist to become a Westfield Local Hero.

9. VOTE COUNT

- 9.1. The count of public votes will take place at Scentre Group Support Office, Level 30, 85 Castlereagh Street, Sydney, NSW 2000 between 2 July 2018 and 8 July 2018.
- 9.2. The results of the public vote will be determined by Scentre Group at its absolute discretion.
- 9.3. Scentre Group reserves the right, at any time, to verify the validity of votes, Voting Forms and Voters (including a Voter's identity) and to disqualify any vote that is not in accordance with the Terms and Conditions.
- 9.4. Scentre Group will not be responsible for any vote which is not counted due to any technical difficulties associated with the online voting platform.
- 9.5. In the event of a tie, a representative of Scentre Group will determine the Westfield Local Hero in its absolute discretion.
- 9.6. If any Finalist who has the most votes becomes ineligible to participate in the Program, the Finalist who has the second most number of votes will replace that ineligible Finalist and be given the title "Westfield Local Hero" and awarded a Grant for their Affiliated Organisation.
- 9.7. Finalists must maintain the confidentiality of the results of the vote count (as advised by Scentre Group) until after public notification of the results or otherwise at Scentre Group's direction.

10. GRANTS

- 10.1. In this Program, Scentre Group will give up to 3 Finalists in respect of each Centre the title of "Westfield Local Hero" and award them a Grant payable to their Affiliated Organisation to assist their elected work, activity or program to grow and thrive.
- 10.2. Scentre Group will award each Westfield Local Hero with a Grant within 30 days after the results of the public vote are announced pursuant to clause 11.1. Scentre Group reserves the right, at its absolute discretion, to request further information in relation to payment of the Grant including to verify the bank account details provided by the Nominee or Affiliated Organisation.
- 10.3. Each Grant must be used by the Westfield Local Hero and their Affiliated Organisation towards their nominated community initiative.
- 10.4. As a condition of accepting the Grant, the Nominee and Affiliated Organisation agree to:
 - a. provide any information reasonably requested by Scentre Group regarding the program or initiative for which the Grant was used at 3-monthly intervals or otherwise at the reasonable request of Scentre Group. Scentre Group may use this information during the Promotion Period to create content for any media to promote the Program or any future Westfield Local Heroes program.
 - b. use the Grant for the purpose detailed in the Nomination, unless prior consent is obtained from Scentre Group (such consent will not be unreasonably withheld).
 - c. obtain Scentre Group's consent prior to using any Scentre Group trademarks or other Scentre Group intellectual property (which includes the Westfield logo) or otherwise advertising any association with Scentre Group or participation in the Program;
 - d. make themselves reasonably available to participate in any interviews, photography shoots and other activities to produce new content to promote the Westfield Local Heroes program during the Promotion Period. This content will be made publicly available, including online, on social media and in Centre. All rights, title and interest in any such content will vest with Scentre Group.

11. NOTIFICATION

- 11.1. Scentre Group will notify Participants of the results of the public vote between 2 July 2018 and 12 August 2018 (**Notification Period**) in a manner to be determined by Scentre Group.
- 11.2. Upon notification to Participants the Westfield Local Heroes' names, a photograph and information pertaining to the work or activities for which they were nominated will be published on the Westfield website, on Westfield social media and in-centre at selected Centres.

12. LIABILITY

- 12.1. Except for any liability that cannot be excluded by law, Scentre Group (including its officers, employees, agents) excludes 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 Program, including, but not limited to, where arising out of the following:
 - a. the outcome of the Program;
 - b. any technical difficulties relating to submission or receipt of Nominations or votes;
 - c. any unauthorized access or third-party interference;
 - d. any Nomination or Grant that is late, lost, altered, damaged or misdirected (as applicable) due to any reason beyond the reasonable control of Scentre Group;
 - e. any termination or cancellation of the Program;
 - f. any variation in Grant value to that stated in the Terms and Conditions;

- g. any tax liability incurred by a Westfield Local Hero.

13. PRIVACY

13.1. From 23 April 2018 until 30 April 2020 (“**Promotion Period**”), Nominators, Nominees and Westfield Local Heroes consent to Scentre Group using and displaying any information relating to them (including personal information as defined by the Privacy Act 1988 (Cth) and Privacy Act 1993 (NZ) (as applicable) (**Personal Information**)) provided in a Nomination or otherwise collected from them during the Program, in any media without remuneration for the purposes of promoting and marketing the Program or any future Westfield Local Heroes program.

Scentre Group may use and display such information for the abovementioned purposes online (including social media) or in-centre, or otherwise make public any details of the same, at any time during the Promotion Period.

All rights, title and interest in any such content will vest with Scentre Group.

13.2. The Personal Information that the Nominator, Nominee or Westfield Local Hero provide will be collected by Scentre Group for the purpose of conducting the Program and managed in accordance with the Privacy Act 1988 (Cth) and Privacy Act 1993 (NZ) (as applicable) and Scentre Group’s Privacy Policy available at <https://www.scentre.com/privacy-policy> . Participation in the Program is conditional on providing this information. Scentre Group may disclose this Personal Information to its employees, contractors and agents to assist in operating the Program or communicating with Participants.

13.3. Scentre Group’s Privacy Policy also explains how a person can access or correct any Personal Information Scentre Group holds about that person, how to complain about a privacy breach by Scentre Group and how Scentre Group will deal with a privacy complaint. Contact Scentre Group at privacy@scentre.com.