TERMS AND CONDITIONS FOR WESTFIELD FOUNTAIN GATE BONUS \$20 WESTFIELD GIFT CARD FRESH FOOD PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Westfield Fountain Gate Promotion ("Promotion") is deemed acceptance of these Terms and Conditions.

ELIGIBILTY

- 2. Subject to condition 3, this Promotion is only open to Australian residents (aged 18 years or over). 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: (i) employees of the Promoter, the Westfield Group or any of the tenants or retailers in the Participating Centres 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 9am on Friday 6 April, 2018 and ends at 9pm Friday 25 May, 2018 ("Promotion Period") unless sold out earlier. Promotion only runs every Friday for 8 weeks, commencing Friday 6 April, 2018 and ends Friday 25 May, 2018.

HOW TO ENTER

- 5. The Promotion will be conducted at Westfield Fountain Gate Shopping Centre ("Participating Centre"). "Participating Retailers" means any retailer at Westfield Fountain Gate excluding retailers considered as fashion, beauty, lifestyle, food catering, homewares, accessories, general retail. An "Ineligible Transaction" means any transaction recorded on an invalid receipt, as specified in Clause 7 below.
- 6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Spend \$50 in specialty fresh food in any single day during the Promotion Period at any of the Participating Retailers (Hillsview Butcher, Ferguson Plarre, Fountain Gate Fruit & Veg (Level 1 only), Peppercorn Deli & Hudsons Coffee) at the Participating Centre, excluding any Ineligible Transaction ("Qualifying Spend"). For clarity, the Qualifying Spend can be made by multiple purchases at multiple

- Participating Retailers, however, all purchases must be made at the Participating Centre, on one day, during the Promotion Period;
- (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) on the same day as making the Qualifying Spend to the Westfield Concierge Desk at Westfield Fountain Gate were the Qualifying Spend was made; and
- (c) Supply their full name and a valid email address to be registered to the Westfield database. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Westfield database and to be used in accordance with the purposes set out in these Terms and Conditions.
- (d) 1 x \$20 Westfield Gift Card. Strictly whilst stocks last. One per person, per day. Must spend \$50 or more in specialty fresh food retailers during the promotional period, on the one day at any participating retailers at Westfield Fountain Gate ("Qualifying Spend"). Starts 6/04/2018 & ends close of centre on 25/05/2018, or whilst stocks last, whichever earlier. By claiming, you agree to be added to the Westfield database. Only valid purchase receipt/s accepted. Some retailers & transactions excluded, see terms and conditions for more details. NSW Permit Number LTPS/13/06351

INVALID RECIEPTS

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) ATM or EFTPOS receipts; (e) credit card or bank statements; and (f) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

LIMITS ON ENTRY

8. Multiple entries are not 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.

PRIZES

9. Valid entrants will receive 1 x \$20 Westfield Gift Card.

10. Any ancillary costs associated with redeeming the Westfield Gift Card are not included. Any unused balance of the Westfield Gift Card will not be awarded as cash. Westfield Gift Cards are issued by Westfield Gift Cards Pty Ltd ACN 113 171 663 as the Trustee for Scentre Gift Card Trust. Westfield Gift Card terms and conditions apply. Westfield Gift Cards are only redeemable at accepting retailers. Details of accepting retailers can be found at https://www.westfieldgiftcards.com.au/Online.

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 \$20 x 600 units.
- 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 Westfield Promotion Fund Management Pty Ltd (in its capacity as The Trustee for WESTFIELD PROMOTION FUND ABN 79 727 004 194) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: (02) 9358 7000.
- 25. Participating/eligible retailers:

Peppercorn Deli, Fountain Gate Fruit & Vegetables, Hillsview Gourmet Butcher, Ferguson Plarre & Hudsons Coffee.