

TERMS AND CONDITIONS FOR WESTFIELD  
WHITFORD CITY BONUS CHOCOLATES GIFT WITH PURCHASE PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this "Westfield Whitford City Bonus Chocolates Gift with Purchase" Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in WA local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the Westfield Whitford City Shopping 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.
4. This Promotion commences on 17/05/2018 and ends at 5pm on 23/05/2018, or when three-hundred (300) valid claims are received, whichever occurs first ("Promotion Period").

HOW TO CLAIM

5. The Promotion will be conducted at the "Participating Retailers" at the Participating Centre, which means any of the following Fresh Food Specialty retailers: Acacia Flowers, Ladle & Press, Izu Bento, Utopia, Prontissimo, Five Star Meats, Five Seasons Fresh, Catalano's, Health Kick, Bakers Delight, WA Cleanskin Cellars, Muffin Break and a Little Cha. An "Ineligible Transaction" means any transaction recorded on an invalid receipt, as specified in condition 8 below, unless otherwise specified.
6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Spend \$25.00 or more in any single day during the Promotion Period at any of the Participating Retailers 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 on one (1) 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 WA Cleanskin Cellars at the Participating Centre and obtain an official claim form; and
  - (c) Fully complete the official claim form, including their full name, valid email address and postcode and place the fully completed claim form in the box provided at WA Cleanskin Cellars. It is a condition of claiming the gift that claimants agree for their personal information to be added to the Westfield Whitford City database and the

WA Cleanskin Cellars database and to be used in accordance with the purposes set out in these Terms and Conditions.

#### INVALID RECEIPTS

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) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (g) 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.

#### GIFTS

8. Subject to the availability of gifts in the Participating Centre as set out in condition 9 below, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the WA Cleanskin Cellars at the Participating Centre in accordance with these Terms and Conditions will receive one (1) gift of a Winebar Chocolate Shiraz Infused Chocolate valued at \$12.00.
9. The total number of gifts to be provided under this Promotion is three-hundred (300).

#### GENERAL

10. Each individual is only permitted to make one (1) gift claim per day under this Promotion. Claims must be made on same day as the Qualifying Spend. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter. Gift recipients will be advised immediately at the time of claim submission.
11. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. The provision of the gift is subject to the standard terms and conditions of individual gift and service providers. If the gift is unavailable due to reasons beyond the control of the Promoter, in its discretion, reserves the right to substitute the gift with a gift to

the equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total value of gifts to be provided under this Promotion is up to \$3600.
15. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. 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 claimant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. The Promoter's decision is final and no correspondence will be entered into.
18. 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.
19. 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

## PRIVACY

20. In order to conduct this Promotion, the Promoter needs to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of claiming a gift that the claimant agrees to being entered into the Westfield Whitford City database. The Promoter 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 claimant and for such other purposes as set out in our

Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored in accordance with the Privacy Policy. Upon the claimant'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 Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.

21. The "Promoter" is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for Scentre Promotion Fund ABN 79 727 004 194) of Level 30, 85 Castlereagh Street, Sydney NSW 2000, telephone: (02) 9358 7000 C/o Westfield Whitford City Corner Marmion and Whitfords Ave, Hillarys WA 6025.
22. "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.