

## **TERMS AND CONDITIONS FOR “WHEEL & BARROW EID SERVINGWEAR GIVEAWAY” BLANKET PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Wheel & Barrow Eid Servingwear Giveaway” Blanket Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions.

### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to Australian residents aged 16 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 Westfield Garden 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.

### **PROMOTION PERIOD**

4. This Promotion commences at Westfield Garden City Shopping Centre on 14/06/2018 at 10:00am AEST Australian Eastern Standard Time (**“AEST”**) and ends at 16:30pm AEST on 15/06/2018 (**“Promotion Period”**).

### **HOW TO ENTER**

5. To enter this Promotion, eligible individuals must undertake the following entry mechanics, during the relevant Entry Period:
  - (a) Visit the Westfield Garden City Facebook page ([www.facebook.com/westfieldgardencity](http://www.facebook.com/westfieldgardencity)) and comment on the promotional post in accordance with the instructions provided on the Westfield Garden City Page

### **LIMITS ON ENTRY**

6. Eligible individuals are entitled to multiple entries.

## **DRAW DETAILS**

7. There will be a total of one (1) draw during the Entry Period and consists of three (3) winners. All winners will be drawn via the Facebook post with competition details. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

## **WINNER NOTIFICATION**

8. The winner/s will be selected at random at 4:30pm via the Facebook post in the comments. Winners will be prompted to "private message" the Westfield Garden City page where further details will be taken.

## **PRIZES**

9. Each prize of the three (3) consist of identical items purchased from Wheel & Barrow Homewares in centre. Each prize will be pre brought, and held at the Concierge desk on Level 2 for collection.
10. All prizes must be collected by 02/07/2018 at the latest.

## **GENERAL**

11. Incomplete or indecipherable 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. 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 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.
15. Prizes, or any unused portion of a prize, are not transferable or cannot be taken as cash, unless otherwise specified.
16. 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.

17. 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.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Any cost associated with accessing the Internet or downloading data on a mobile phone is the entrant's responsibility and is dependent on the internet service provider used.
20. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with: (a) the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
21. Without limiting any other terms herein, each entrant indemnifies the Promoter for any breach of the above terms in relation to their Content.
22. 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.
23. 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

24. 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, gift 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://www.westfield.com.au/au/help/privacy-policy>. All entries remain the property of the Promoter.
25. 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.

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