

TERMS AND CONDITIONS FOR “WESTFIELD TUGGERAH XUELLER GIFT WITH PURCHASE” PROMOTION 2018

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Tuggerah XUELLER Gift with Purchase” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 14 years or over. Entrants under 18 years old must have parental/guardian approval to enter and further, the parental/guardian of the entrant must read and consent to these Terms and Conditions. Parents/Guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Tuggerah 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.

PROMOTION PERIOD

4. This Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 (**“Promotion Period”**).

HOW TO CLAIM

5. The Promotion will be conducted at Westfield Tuggerah Shopping Centre (**“Participating Centre”**). **“Participating Retailers”** means any of the retailers included in Appendix A. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified in condition 7 below.
6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Claim Period for each Promotional Day, undertake the following steps:
 - (a) Spend \$200 or more during the relevant Claim Period at any of the Participating Retailers at the Participating Centre, excluding any Ineligible Transaction. For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers; however, all purchases must be made within the same day during the promotional period.
 - (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) to Westfield Concierge staff at the Concierge Desk on 7th, 8th and 9th of September 2018 ONLY.

INVALID RECEIPTS

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating 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, valid claims submitted to the Westfield Concierge staff at the Participating Centre, on each Promotional Day, and in accordance with these Terms and Conditions will receive the gift of one (1) XUELLER Beach tote.
9. There are 200 gifts available in the Participating Centre.

GENERAL

10. Each individual is only permitted to make one (1) claim per day under this Promotion (consisting of one (1) gift). Qualifying spend and claims must be made within the same day during the promotional period. 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. 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 \$11990.
15. Gifts, or any unused portion of a gift, 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) subject to any written directions from a regulatory authority 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 a 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 Tuggerah 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 claims 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) C/- Westfield Tuggerah Shopping Centre, Centre Management, 50 Wyong Road, Wyong 2261.
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.

APPENDIX A

Participating Centre and the number of gifts of Participating Centre are set out below:

Participating Centers	Gift	Maximum number of gifts	Maximum total prize value
Westfield Tuggerah	Xueller Beach tote	200	\$59.95

Participating retailers are set out below:

Adairs	Millers
Angus & Coote	My House
Bardot	Napoleon Perdis
BONDS	Noni B
Bras n Things	Pandora
Citybeach	Peter Jackson
City Chic	Platypus
Colette by Colette Hayman	Prouds
Comfort Shoe Warehouse	Rockmans
Connor	SDS
Cotton On Mega	Simon Curwood
Cotton On Body	Spendless Shoes
Crossroads	Sportsgirl
David Jones	Sunglass Hut
DSW Shoes	Sunglasses R Us
Ecco Shoes	Supre
Factorie	Sussan
Footlocker	Suzanne Grae
General Pants	Tarocash
Goldmark	T2
Honey Birdette	Temt
Insport	TK Maxx
Jacqui E	The Athlete's Foot
Jay Jays	Tree of Life
Jeans West	TS 14+
Just Jeans	Valleygirl
Katies	Wallace Bishop
Lorna Jane	Williams
Lovisa	Y.D
Mathers	Zamels
Michael Hill Jewellers	

NSW Permit No. LTPM/18/03424

Item 1

Promotion commences

Date: 7 September 2018

Time: 9am

For the purpose of the NSW Lottery Department this date will not be before 19/08/2018

Item 2

Entries Close

Date: 9 September 2018

Time: 5pm

For the purpose of the NSW Lottery Department this date will be on or before 16/08/2019