

## TERMS AND CONDITIONS FOR

### “WESTFIELD GARDEN CITY SPEND \$200 RECEIVE COMPLIMENTARY PARKING” PROMOTION

1. Information on how to claim form part of these Terms and Conditions. Participation in this “Westfield Garden City Spend \$200 Receive Complimentary Parking” Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in the Terms and Conditions are expressed in Queensland local time.

#### ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents.

3. The following are ineligible: (i) employees of the Promoter, the Westfield Group 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. Tenants or retailers in the Participating Centres (as defined in condition 5 below) are only eligible to enter this Promotion on days they are not rostered to work at a Participating Centre (as defined in condition 5 below).

#### PROMOTION PERIOD

4. This Promotion commences at 9:00am on 01/11/2018 until withdrawn by the Promoter via a public notice at the Westfield Concierge Desk of each Participating Centre (as defined in condition 5 below). This Promotion will be conducted during the trading hours of each Participating Centre as follows: Monday – Wednesday & Friday 9:00am – 5:30pm; Thursday 9:00am – 9:00pm; Saturday 9:00am – 5:00pm and Sunday 10:00am – 5:00pm, or any extended trading hours as dictated by the management of a Participating Centre (“Trading Hours”).

#### HOW TO CLAIM

5. The Promotion will be conducted at Westfield Garden City Shopping Centre (“Participating Centre”). An “Ineligible Transaction” means any transaction recorded on an invalid receipt, as specified in condition 7 below.

6. To participate in this Promotion, eligible individuals must, during the Promotion Period and during the Trading Hours, undertake the following steps:

(a) Spend \$200 or more in any single day during the Promotion Period at any of the retailers at a Participating Centre, excluding any Ineligible Transaction (“Qualifying Spend”). For clarity, the Qualifying Spend can be made by multiple purchases at multiple retailers, however, all purchases must be made at the one (1) Participating Centre, 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 Westfield Concierge Desk at the Participating Centre where the Qualifying Spend was made to be validated by way of a stamp; and

(c) Supply their car park ticket to the Westfield Concierge Desk at the Participating Centre on the same day as making the Qualifying Spend to have their car park ticket validated for a maximum of eight (8) hours free parking.

## **INVALID RECEIPTS**

7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) recording bill and car park payments and prescription medicine, liquor, 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 and Trading Hours; (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.

## **GENERAL**

8. Each individual is only permitted to make one (1) 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.

9. 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.

10. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting 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.

11. 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.

12. The Promoter's decision is final and no correspondence will be entered into.

13. 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.

14. 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 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; or (e) any tax liability incurred by a claimant.

15. 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 Garden City Shopping Centre, Centre Management, Corner Logan and Kessels Road, Upper Mt Gravatt, QLD 4122.