

TERMS AND CONDITIONS FOR “FOREST OAK DRIVE COURTESY SHUTTLE BUS” PROMOTION 2018

1. Information on how to participate in this promotion form part of these Terms and Conditions. Participation in this “ Westfield Coomera **FOREST OAK DRIVE SHUTTLE BUS** ” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian and New Zealand residents. 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 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 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 on 14/12/2018 and ends at 9pm on 23/12/2018 (**“Promotion Period”**).

HOW TO ENTER

5. To enter, eligible individuals must visit the Westfield Coomera Shopping Centre page (<https://www.westfield.com.au/coomera>) and follow the booking link to reserve their place and book their ticket through Humanitix.

LIMITS ON ENTRY

6. The courtesy shuttle bus is limited to 342 bookings per night, based on a first come, first serve basis.

GENERAL

7. Incomplete, indecipherable or illegible entries will be deemed invalid.
8. 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.
9. Once customers have reserved their tickets it is their responsibility to ensure they arrive to the pick-up zone on-time and Westfield Coomera will not be held accountable for anyone missing their pick-up time.
10. Westfield Coomera accept no responsibility for customers taking up the courtesy shuttle bus or their belongings.
11. The bus will be collecting customers every 30 minutes from Forest Oak Drive with the last collection time being 9pm, it is the customers responsibility to ensure that they are at the pick-up location on time and Westfield Coomera take no responsibility for customers missing the final pick-up time.
12. 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.
13. 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 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

14. 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 Bondi Junction database. The Promoter and the Scentre 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 Scentre Group Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Scentre Group Privacy Policy. 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 Scentre Group Privacy Policy and applicable laws. To view the Scentre Group Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.

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 Coomera Shopping Centre, Centre Management, 103 Foxwell Road, QLD 4209.

16. The “**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.