TERMS AND CONDITIONS FOR "LADIES IN BLACK DVD RELEASE" PROMOTION

 Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Ladies In Black DVD Release" Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on Australian Eastern Daylight Savings Time (AEDT).

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 a Westfield 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 on 23/01/2019 and ends at 11:59pm on 01/02/2019 ("Promotion Period").

HOW TO ENTER

- 5. To enter this Promotion, eligible individuals must, during the Promotion Period, complete the following steps:
 - Locate the promotional post on a Participating Centre's Facebook page; and then
 - Submit an answer as a comment on the promotional post in twenty-five (25) words or less to the question "Tell us why you and your best friend would love to win this getaway" ("**Promotional Question**").

A full list of Participating Centres and their Facebook URLs are listed in Schedule A below.

LIMITS ON ENTRY

6. Limit of one (1) entry permitted per eligible individual.

FINALIST DETAILS

7. At the conclusion of the Promotional Period, each Participating Centre will individually judge each entry submitted to the promotional post on their Facebook page and will determine a finalist ("Finalist") based on the answer provided to the Promotional Question. For the removal of doubt,

there will be one (1) Finalist per Participating Centre, with a total of thirtysix (36) Finalists across the entire promotion.

- 8. Finalists will be notified via a direct message from the Participating Centre's Facebook page.
- Each Finalist will receive a minor prize of a 'Ladies in Black' DVD valued at \$39.95. Each Finalist will also be entered into the Major Prize draw, as outlined in clause 10 below.

DRAW DETAILS

10. The Major Prize draw will take place at Scentre Promotion Fund Management Pty Ltd, Level 30, 85 Castlereagh Street, Sydney NSW 2000 at 10am on 06/02/2019. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

MAJOR PRIZE

- 11. The first valid entry drawn will win the Major Prize of a shopping experience for two (2) adults to the winner's closest Australian capital city (Melbourne, Adelaide, Sydney, Perth and Brisbane only) valued at up to \$3,630 depending on winner's chosen location. Prize includes:
 - Two (2) nights twin-share 4-star accommodation;
 - David Jones personal shopping experience for two (2);
 - \$500 David Jones voucher for the winner only;
 - A vintage hair and make-up makeover for two (2); and
 - Cocktails at The Intercontinental Hotel in the winner's chosen destination (awarded as a \$100 EFT to the winner).
- 12. The prize is only redeemable in Melbourne, Adelaide, Sydney, Perth and Brisbane. In the event the winner is from ACT, TAS or NT the prize will include a travel allowance up to the value of \$600 for the winner and his/her companion to travel to their nearest capital city of Melbourne, Adelaide, Sydney, Perth or Brisbane.
- 13. Prize must be taken by 06/08/2019 and is subject to booking availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods. Spending money, meals, insurance, transport, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Any costs associated with redeeming the prize, including transport to and from the accommodation, and any other location relevant to the prize, is the responsibility of the winner and his/her companion. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. Any changes made by the winner to the prize once booked/confirmed will incur a \$250 (excluding GST) administration fee.

14. Any ancillary costs associated with redeeming the David Jones voucher are not included. Any unused balance of the David Jones voucher will not be awarded as cash. Redemption of the David Jones voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

WINNER NOTIFICATION

15. The provisional winner will be notified in writing via Facebook message within two (2) business days of the draw. The provisional winner will only be deemed a winner once verified by the Promoter. The Major Prize winner will have their name published on all Participating Centre's Facebook pages from 10/02/2019.

UNCLAIMED PRIZE DRAW

16. The Promoter will conduct an unclaimed prize draw (if required) at the same time and place as the original draw on 06/05/2019 to award the prize(s). The winner, if any will be notified in writing within two (2) business days of the draw and their names will be published on all Participating Centre's Facebook pages from 09/05/2019.

GENERAL

- 17. Incomplete or indecipherable entries will be deemed invalid.
- 18. 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.
- 19. 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.
- 20. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 21. Total prize pool value for the chance element of the promotion (Major Prize only) is up to \$3,630.
- 22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 23. 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.

- 24. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 25. 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.
- 26. The Promoter's decision is final and no correspondence will be entered into.
- 27. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
- 28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
- 29. 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.
- 30. 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; and (f) taking of a prize.

PRIVACY

- 31. 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 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 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 Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please ao 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.
- 32. The "**Promoter**" is Scentre Alliances Pty Ltd (ABN 53 098 357 521) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: 02 9358 7000.
- 2. 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.

NSW Permit No. LTPS/19/31364 ACT Permit No. TP19/00108

SCHEDULE A – LIST OF PARTICIPATING CENTRES & THEIR FACEBOOK URLS

Facebook.com/westfieldbelconnen Facebook.com/westfieldwoden Facebook.com/westfieldcarousel Facebook.com/westfieldwhitfordcity Facebook.com/westfieldinnaloo Facebook.com/westfieldcarindale Facebook.com/westfieldchermside Facebook.com/westfieldnorthlakes Facebook.com/westfieldhelensvale Facebook.com/westfieldteatreeplaza Facebook.com/westfieldmarion Facebook.com/westfieldwestlakes Facebook.com/westfieldchatswood Facebok.com/westfieldhornsby Facebook.com/westfieldkotara Facebook.com/westfieldmtdruitt Facebook.com/westfieldparramatta Facebook.com/westfieldpenrith Facebook.com/westfieldtuggerah Facebook.com/westfieldwarringahmall Facebook.com/westfieldbondijunction Facebook.com/westfieldburwood Facebook.com/westfieldeastgardens Facebook.com/westfieldhurstville Facebook.com/westfieldliverpool Facebook.com/westfieldmiranda Facebook.com/westfieldsydney Facebook.com/westfieldairportwest Facebook.com/westfilddoncaster Facebook.com/westfieldfountaingate Facebook.com/westfieldgeelong Facebook.com/westfieldknox Facebook.com/westfieldplentyvalley Facebook.com/westfieldsouthland Facebook.com/westfieldgardencity Facebook.com/westfieldaucoomera