TERMS AND CONDITIONS FOR WESTFIELD "WIN A FAMILY TRIP TO LA" PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Win a Family Trip to LA" 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 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 11/04/2019 and ends at 11:59pm AEST on 18/04/2019 ("**Promotion Period**").

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, simply visit westfield.com.au, follow the prompts to the promotion entry page and enter all of the requested details, including a fifty (50) word or less answer to the following question "Tell us what creativity means to your child" ("**Promotional Question**").

LIMITS ON ENTRY

6. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.

CRITERIA OF JUDGING

7. This is a game of skill and chance plays no part in determining any winner. All entries will be judged based on the literary and creative merit of the answer provided to the Promotional Question. The judging will take place on 23/04/2019 at Level 2, 85 Castlereagh Street, Sydney NSW 2000. The Promoter reserves the right to select reserves and record them in order of merit in the event that the person who submitted the original entry that is selected is ineligible, or does not claim the prize within four (4) weeks of the Promoter first attempting to notify the winner.

PRIZES

- 8. The best entry, as determined by the judges, will win a trip for two (2) adults and two (2) children (12 years or under) to Los Angeles, USA valued at up to AU\$10,000 depending on date and point of departure. Prize includes:
 - Four (4) x return economy airfares from winner's nearest capital city to Los Angeles, USA;
 - Four (4) nights quad share 4-star accommodation;
 - Five (5) days care hire;
 - 1-day admission and custom VIP tour for two (2) adults and two (2) children (12 years or under) to Six Flags Magic Mountain including private guide and buggy for 6 hours, front of line passes, reserved show seating, unlimited food and beverage, souvenir ride or character photo;

- 1-day admission and custom VIP tour for two (2) adults and two (2) children (12 years or under) to LA Zoo including Wild Adventures Behind The Scenes Tour; and
- Travel insurance for two (2) adults and two (2) children (12 years or under).

Spending money, meals, taxes (excluding airline and airport taxes), passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 23/04/2020 and is subject to booking and flight availability. Prize must be booked within two (2) months of winner notification. Prize cannot be taken during school holidays, public holidays or other peak periods. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and their companions are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and their companions must depart from and return to the same departure point and travel together. 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. Frequent flyer points will not form part of the prize. 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.

9. The winner and their companions will each be required to fully complete a travel insurance application form provided by the Promoter, and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner and companions, the winner forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer of the travel insurance element of the prize. Travel insurance to the travel insurance to the travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer.

WINNER NOTIFICATION

10. The provisional winner will be notified by email. A provisional winner will only be deemed a winner once verified by the Promoter.

GENERAL

- 11. Incomplete, indecipherable or illegible 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 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.
- 15. Total prize pool value is up to \$10,000.
- 16. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
- 17. 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.

- 18. 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.
- 19. 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 20. The Promoter's decision is final and no correspondence will be entered into.
- 21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 22. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the 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.
- 23. 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 the 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 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 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 <u>http://westfield.com.au/privacy-policy</u>. 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.
- 26. 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.