

## TERMS AND CONDITIONS FOR “SWAP & SHOP” PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “Westfield Swap and Shop” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.

### ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents.
3. The following are ineligible to participate: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the Participating Centre (as defined in condition 5 below) 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 at 10:00am AEST on 3/8/2019 and ends at 2:00pm AEST on 3/8/2019 or whilst the number of gifts lasts, whichever occurs first (“**Promotion Period**”).

### HOW TO CLAIM

5. The Promotion will be conducted at selected Westfield Shopping Centres as set out in Annexure A (“**Participating Centres**”). The number of gifts that are available in each Participating Centre is also set out in Annexure A.
6. To be eligible to participate in this Promotion and claim the gift, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Donate a minimum of three (3) eligible (non perishable) items of food at one time at the donation desk at Westfield Helensvale.
  - (b) The donation desk is located in front of Target and is open between 10am and 2pm, or until the giveaway allocation is exhausted.

### GIFTS

7. Subject to the availability of gifts at the Participating Centre as set out in Annexure A, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the donation desk at the Participating Centre in accordance with these Terms and Conditions will receive a custom fresh food calico bag filled with fresh food items valued at \$15.00. The colour and

design of the gift will be determined by the Promoter, in its absolute discretion.

## GENERAL

8. Each individual is only permitted to make one (1) gift claim per day under this Promotion. 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.
9. 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.
10. 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.
11. If a gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
12. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
13. 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.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the guarantees under the Australian Consumer Law or similar 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.

16. 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, correspondence or gift 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

17. 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 Helensvale 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 Westfield Scentre Group Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.
18. 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 Helensvale Shopping Centre, Centre Management, 1-29 Millaroo Drive, Helensvale, QLD 4212.
19. 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.

#### **ANNEXURE A**

**Participating Centres and the gifts for each Participating Centre are set out below:**

<b>CENTRE</b>	<b>DATE</b>	<b>QUANTITY</b>	<b>GIFT &amp; VALUE</b>
Westfield Helensvale	Saturday 3 <sup>rd</sup> August	250	Custom Fresh Food bag with apples, grapes, cherry tomatoes, butcher voucher, bakery voucher valued at \$15.00
<b>TOTAL</b>		<b>250</b>	<b>\$3,750</b>