

TERMS AND CONDITIONS FOR “MECCA gift with purchase” 2019 PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Carousel MECCA gift with purchase” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on WA local time.

ELIGIBILITY

2. Subject to condition 4, this Promotion is only open to Western Australian residents aged 14 years or over.
3. 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.
4. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Carousel Shopping Centre (**“Participating 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

5. This Promotion commences at 9am on 07/09/2019 and ends at 5pm on 08/09/2019 WAST (**“Promotion Period”**).

HOW TO ENTER

6. The Promotion will be conducted at the **Participating Centre**. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified in condition 7 below. **“Participating Retailers”** means any retailer as set out in Annexure A and excludes Kmart and Target and other select retailers such as banks, post office and health insurance providers.
7. At the commencement of the Promotion, there will be a Westfield Taste. Shop. Play Pop Up Desk (located near of David Jones) at the Participating Centre (**“Promotional Desk”**). The Promotional Desk will contain 550 sealed Instant Prize packs at the start of the Promotional Period. To be eligible to participate in this Promotion and for the chance to win an Instant Prize from the Promotional Desk, individuals must during the Promotional Period undertake the following steps:

- (a) Spend \$150 or more at any Participating Retailer/s in any single day during the Promotional Period at the Participating Centre, excluding any Ineligible Transactions (“Qualifying Spend”). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers; however, all purchases must be made at the Participating Centre on one (1) day, during the Promotional Period;
- (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store/s and date/time of purchase(s)) on the same day as making the Qualifying Spend to the Westfield Taste. Shop. Play Pop Up Desk located near David Jones at the Participating Centre;
- (c) Redeem an Instant Prize, while stocks of Instant Prizes last. Once the above steps are completed, a Westfield staff member, manning the Westfield Taste. Shop. Play. Pop Up Desk will select an Instant Prize from the Promotional Desk. The entrant will be awarded the Instant Prize. Once an Instant Prize is removed from the Westfield Taste. Shop. Play Pop Up Desk, it will not be replaced or returned to the Participating Centre.

INVALID RECEIPTS

8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers; (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, 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; (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.

LIMITS ON ENTRY

9. Limit of one (1) gift with purchase is applicable per eligible person per day.

PRIZES

10. The gift with purchase available to be won during the Promotional Period is as follows:
 - a. 450 x \$52 MECCA gift pack containing the following products:
 - i. 1 x \$18 beauty bullet blender sphere
 - ii. 1 x \$18 illuminati foil es spotlight
 - iii. 1 x \$16 lip light wildfire

11. Product/s included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the Promoter in its complete discretion. All prizes must be taken as offered.

WINNER NOTIFICATION

12. Instant Prizes will be awarded immediately on the spot.
13. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

GENERAL

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. 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.
16. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
17. 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.
18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is **\$23,400**.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. 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.
22. 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.

23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. 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.
26. 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

27. 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 Carousel 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.

28. 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 Carousel Shopping Centre, Centre Management, 1382 Albany Highway, Cannington, WA 6107.
29. 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

Westfield Carousel

Ally	Myer
Angus & Coote	Naturalizer
AQ by Aquila	Noni B
Bags To Go	Novo
Bardot	Oakley
Beme	OM Jewellers
Best & Less	Ozmosis
Betts For Her	Pandism Headwear
Blackbox Jewellers	Pandora
Bonds	Peter Alexander
Bras N Things	Platypus Shoes
Challenger Streetwear	Politix
Cheep	Portmans
City Beach	Prouds The Jewellers
City Chic	Riffa Jewellers
colette by colette hayman	Rip Curl
Connor	Rockmans
Cotton On	Seafolly
Cotton On Body	Seed
David Jones	Sheike
Decjuba	Shiels
Dolly Girl Fashion Originals	Skechers
Dotti	Spendless Shoes
Factorie	Spoil Yourself
Famous Footwear	Sportsgirl
Forcast	Steppies
Ghanda	Strandbags
Goldmark	Sunglass Culture
G-Star Raw	Sunglass Hut
Guess	Supre
H&M	Sussan
Honey Birdette	Suzanne Grae
Hopp Footwear	Swarovski
Hype DC	Tarocash
Jacqui E	Temt
Jay Jays	Tighe Jewellers
Jeanswest	Tony Barlow Fine Tailoring
Johnny Bigg	Uniqlo
Just Jeans	Universal Store
Katies	Valleygirl
Lentes & Marcos	Vans
Lovisa	Villains
Mazzucchellis	Williams
Michael Hill	Wittner
Midas	W. Lane
Mountfords	yd.
My Size	Zamel's Jewellers