TERMS AND CONDITIONS FOR "WESTFIELD WARRINGAH MALL BLANKET" PROMOTION 2019/2020

 Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Westfield Warringah Mall "Itching for a New Wardrobe Promotion" ("Promotion") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

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- 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 Westfield Warringah Mall 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

4. This Promotion commences on Thursday 29 August and ends at 5:00pm AEST/AEDST on Sunday 3 November ("Promotion Period").

HOW TO ENTER

- 5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a. Visit Westfield Warringah Mall
 - b. Spend \$250.00 or more in one transaction at a 'participating retailer' within the Galleria Mall.
 - c. A Promotional Representative will personally hand a Promotional scratch card to individuals who have fulfilled steps a) and b)
 - d. On the promotional scratch card, reveal three (3) matching logos to win the corresponding prize associated with the retailer logo.
- 6. Participating Retailers within the Promotion are as listed:
 - a. alice McCall
 - b. Bounce
 - c. Camilla
 - d. Country Road
 - e. Dracakis
 - f. Furla
 - g. Mimco
 - h. M.J Bale
 - i. Morrison

- i. Oroton
- k. Pandora
- I. Peter Jackson
- m. Rembrandt
- n. R.M. Williams
- o. Tigerlily
- p. Witchery
- q. Zimmermann

LIMITS ON ENTRY

7. Multiple entries are permitted per person; however each entry will be limited to a single transaction, per retailer, per day.

WINNER NOTIFICATION

8. The provisional winner(s) will be notified instantly based on revealing three (3) matching panels on the Promotional scratch card. Provisional winner(s) will only be deemed a winner once verified by the Participating Retailer. Once verified, winner(s) will be able to redeem their prize within the corresponding retailer's store located within Westfield Warringah Mall.

PRIZES

- 9. Verified winners will receive a pre-determined prize from the retail store that corresponds with the retail logo that appears on the promotional scratch card. The list of prizes is as follows:
 - a. 100 x Bounce Airporter Bag valued at \$69.00 each
 - b. 60 x \$50 alice McCall Gift Voucher
 - c. 50 x Oroton Logo Silk Scarf valued at \$139.00 each
 - d. 40 x \$20 Westfield Gift Card
 - e. 30 x Furla My Glam Wallet valued at \$159.00 each
 - f. 30 x Rembrandt Belt Pack valued at \$79.00 each
 - g. 20 x Mimco Sublime Large Cosmetic Pouch valued at \$149.00 each
 - h. 30 x Morrison Brushed Cotton Scarf valued at \$149.00 each
 - i. 15 x \$200 Dracakis Jewellers Gift Voucher
 - i. 15 x \$50 M.J. Bale Gift Voucher
 - k. 10 x \$250 R.M. Williams Gift Card
- 10. Any ancillary costs associated with redeeming the Westfield Gift Card are not included. Any unused balance of the Westfield Gift Card will not be awarded as cash. Westfield Gift Cards are issued by Westfield Gift Cards Pty Ltd ACN 113 171 663 as the Trustee for Scentre Gift Card Trust. Westfield Gift Card terms and conditions apply. Westfield Gift Cards are only redeemable at accepting retailers. Details of accepting retailers can be found at https://www.westfieldgiftcards.com.au/Online.

- 11. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.
- 12. 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.
- 13. Upon completion of the promotion all existing claims and entitlements to prizes will be met notwithstanding that the advertised prize pool may have been exceeded.
- 14. Printing errors or other quality assurance matters outside the control of the individual player will not be used as the sole basis for refusal to award a prize.

GENERAL

- 15. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 16. 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.
- 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 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.
- 19. Total prize pool value is \$38,700.00
- 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 Warringah 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. the Scentre Group Privacy Policy, please 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 Warringah Mall Shopping Centre, Centre Management, Corner Condamine Street and Old Pittwater Road, Brookvale, NSW 2100. Telephone: 02 9905 0633.
- 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.

NSW Permit No. LTPM/19/04432

Condensed Permits:

Terms and Conditions apply. Full terms and conditions are available at the Customer Service Desk located on Ground Level. Promotion commences 9:00am AEST 29.08.19 and ends 5:00pm AEST 03.11.19. Promotion open to NSW residents aged 18+. Authorised under NSW Permit No. LTPM/19/04432