TERMS AND CONDITIONS FOR WESTFIELD 'WIN YOUR VERY OWN INVISIBILITY CLOAK' PROMOTION

 Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Win Your Very Own Harry Potter Invisibility Cloak!" 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 19/09/2019 and ends at 11:59pm AEST on 13/10/2019 ("**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 twenty (20) word or less answer to the following question "why you want to become invisible" ("**Promotional Question**").

LIMITS ON ENTRY

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

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 from 14/10/2019 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 persons who submitted the original entries that are selected are ineligible, or do not claim the prize within four (4) weeks of the Promoter first attempting to notify the winner.

PRIZES

8. The best 120 entries, as determined by the judges, will win a Harry Potter Invisibility Cloak. Prize must be taken by 30/11/2019. Prize is subject to the standard terms and conditions of individual prize.

WINNER NOTIFICATION

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

- 10. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Total prize pool value is up to \$12,000
- 15. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. The Promoter's decision is final and no correspondence will be entered into.
- 20. 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.
- 21. 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.
- 22. 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

- 23. 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. 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 inactive database (the only entrants to receive any correspondence will be the winners). 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 http://westfield.com.au/privacy-policy. All entries remain the promoter.
- 24. 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.
- 25. 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.