

TERMS AND CONDITIONS FOR “WESTFIELD KOTARA BLANKET” PROMOTION 2019/2020

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Kotara **Win one of ten \$1000 Westfield Kotara Gift Cards**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

ELIGIBILITY

2. Subject to condition 4, this Promotion is only open to Australian residents **aged 16 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 Kotara 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 **17/10/2019 at 9am** and ends at **10pm AEST/AEDST on 3/11/2019 (“Promotion Period”).**

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a. **Spend \$100 or more at participating stores (participating stores listed in annexure A)**
 - b. **Complete the entry form and place in the entry barrel located on Level 2 next to Concierge**
 - c. **Retain proof of purchase and present receipt if drawn as one of the ten winners**

LIMITS ON ENTRY

6. Multiple entries permitted per person, however each entry must be **substantially unique** and submitted separately and in accordance with entry requirements.

DRAW DETAILS

7. The draw will take place at the Participating Centre, Centre Management, Corner Park Avenue and Northcott Drive, Kotara, NSW 2289 at **12pm on 04/11/2019** The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

8. The provisional winner(s) will be notified via phone call within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. Any NSW winner of a prize valued at over \$500 will have their name and postcode published online at **westfield.com.au/kotara** from **04/11/2019**

PRIZES

9. The first **ten** valid **entries** randomly selected, from all valid entries received, will win the prize of **one of ten Westfield Kotara Gift Cards valued at AUD\$1,000.**
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>.

UNCLAIMED PRIZE DRAW

11. A draw for any prize, if unclaimed, may take place on **30/01/2020** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Any NSW winner of a prize valued at over \$500 will have their name and postcode published online at **westfield.com.au/kotara** from **18/11/2019**

GENERAL

12. Incomplete, indecipherable or illegible entries will be deemed invalid.
13. 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.
14. 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.
15. 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 the equal value and/or specification, subject to any written directions from a regulatory authority.

16. Total prize pool value is \$10,000
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
19. 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.
20. 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.
21. The Promoter's decision is final and no correspondence will be entered into.
22. 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.
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 a 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, 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 Kotara 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 the 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.
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) C/- Westfield Kotara Shopping Centre, Centre Management, Corner Park Avenue and Northcott Drive, Kotara, NSW 2289. Telephone: 02 4016 2570.
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.

NSW Permit No. LTPM/19/04424

ANNEXURE A – PARTICIPATING RETAILERS:

AJE
Allans Mens Hairdressing
American Barber Company
Angus & Coote
Another Burger Joint
Audika
Australian Geographic
Autograph
Bakers Delight
Barber Industries
Bardot
Bed Bath N Table
Beerhaus
Betts
Billabong
Billini
Black Pepper
Blue Illusion
Body Catalyst Kotara
Body Cure Massage Kotara
Boost Juice Bars
Bras N Things
Browco
Bupa Optical
BWS
Carla Swimwear
Chatime
Christiane's Hair Design
Cinori Shoes
City Chic
Cold Rock Ice Creamery
Coles
Colette by Colette Hayman
Connor
Cotton On Kids
Cotton On Mega
Country Road
Craig Cook The Natural Butcher
Crescent Star
Crinitis
Cruise Travel Centre
Cue
Cupcake Espresso
Daily Bakehouse
Dangerfield
Darrell Lea Kards and Kandy
David Jones
Decjuba
Dollar King

Donna Donna
Donut King
Dotti
Dumpling Land
Dusk
EB Games/Zing Pop Culture
Elitz Nails
Endota Spa
Espresso Warriors
Event Cinemas
Everything Football
Fast Fuel
Fifi La Femme
Flight Centre
Florsheim
Forecast
Franky & Co
Gallerie Fine Jewellery
Gather Café
Gazman
General Pants Co
Glassons
Gloria Jean's Coffees
Golden Green
Goldmark
Gorman
Greater Bank
Grilld
H & M
Harry Hartog
Helloworld
Hero Sushi
Honey Birdette
Hong Kong Chef
Hit Bargain
Hype DC
Industrie
Jacqui E
Jamaica Blue
Jay Jays
JB Hi Fi
JD Sports
Jeanswest
Johnny Bigg
Just Cuts
Just Jeans
Just Teez'n
Katies
Keyman Engraving
Kidstuff
Kikki K

Kingsmen Hair
Kinn Thai
Kip McGrath
Kmart
Kotara Chicken Shop
Kotara Family Practice
Laser Clinics Australia
Lee Massage & Acupuncture
Lee's Kitchen
Lincraft
L'Occitane En Provence
Lone Star Rib House
Looksmart Alterations
Lotus Express
Lovisa
Lowe's
Lush
Mad Mex
Magic Hands Massage
Marcus Elijah
Mathers
Matthews Jewellers
McDonalds
Mecca
Melville's The Jewellers
Michael Hill Jeweller
Mimco
Mister Minit
Mobile Experts (Kiosk)
Mobile Experts
Mr and Mrs Jones
Mr Bui
Mr Sister Coffee
Muffin Break
MyCar
My House
My Size
Naked Art
Nandos
Napoleon Perdis
Natural Path Massage
Nextra Kotara
Noni B
Noodle Hut
Novo
O'bara beauty by iBrow station
Oporto
OPSM
Oroton
Oxford
Pandora

Pearl Nails
Perfume Forever
Peter Alexander
Platypus Shoes
Pochana
Portmans
Price Attack
Priceline Pharmacy
Privvy
Prodigy Medi Spa
ProfessioNAIL
Prouds the Jewellers
QBD The Bookshop
Results Laser Clinic
RM Williams
Robins Kitchen
Rockmans
Rockwear
Roll'd
Sage
San Churro
Savant Apothecary
Scott Dibben Chemist
Seed
Sekka Café
Shaver Shop
Sheike
Shoes & Sox
SK Menswear
Skate Connection
Skechers
Skinkandy
Smiggle
Smokemart & Giftbox
SNAP Carwash
SNAP Valet & Carwash
Soul Origin
Specsavers
Spendless Shoes
Spice Zone Indian Eatery
Sportscraft
Sportsgirl
STA Travel
Star Nails & Waxing
Star Nails & Waxing (Near David Jones)
Sterling Silver Castle
Strandbags
Subway
Sunglass Hut
Sunglass Spectacular
Surf Dive N' Ski

Sushi Hub
Sushi Musa
Sussan
Suzanne Grae
Swarovski
Target
Tarocash
Tech Hospital
Telstra Shop
The Academy Brand
The Athlete's Foot
The Body Shop
The Cancer Council
The Cheesecake Shop
The Coffee Club
The Jones Girls Collections
The Mobile Company
The Tea Centre
Tigerlily
Timezone
Top Juice
Toto Sushi
Travel Associates
Tree Of Life
Trinity Clothing
Typo
Uniquely Lorna Jane
Universal Store
Vitology
Vodafone
W Hair Bar
W Lane
Waldons Flower Shop
Wallace Bishop
Witchery
Woolworths
YD
Yes Optus
Zambrero
Zara
Zebra Finch
Zeus