

TERMS AND CONDITIONS FOR WESTFIELD “Share & Win: Win a visit from The Elf on the Shelf ® mascot” PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Share & Win: Win a visit from The Elf on the Shelf ® mascot” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian and New Zealand 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 at **12:00am** AEDST on 18th November 2019 and ends at 11:59pm AEDST on 8th December 2019 (“**Promotion Period**”).

HOW TO ENTER

5. At the start of the Promotion Period, the Promoter will post a promotional post to each of their official Westfield Centre Facebook pages (each a “Promotional Post”).
6. To enter this Promotion, eligible individuals must, during the Promotion Period, complete the following steps:
 - Take an original photograph of their own The Elf on the Shelf® Scout Elf™ landing spot;
 - Visit an official Westfield Centre Facebook page;
 - Locate the Promotional Post, comment on the Promotional Post with an upload of their own The Elf on the Shelf® Scout Elf™ landing spot photograph.

LIMITS ON ENTRY

7. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.

CRITERIA OF JUDGING

8. This is a game of skill and chance plays no part in determining the winner. All entries will be judged based on the creative merit of the photograph provided. The judging will take place at **12:00pm (noon)** AEDST on the 11th December 2019 at Scentre Group, 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 person who submitted the original entry that is selected is ineligible, or does not claim the prize within four (4) weeks of the Promoter first attempting to notify the winner for winners of a Minor Prize & one (1) week for winners of a Major Prize.

PRIZES

9. The three best entries, as determined by the judges, will each win a The Elf on the Shelf® mascot meet and greet visit to either their home, school or office valued at AUD\$1,500 and a The Elf on the Shelf® prize pack valued at AUD\$200 (“**Major Prize**”). This is limited to a 30-minute meet and greet and subject to the mascots availability. The mascot prize must be redeemed between 12 December and 21 December 2019. The mascot will personally deliver the prize pack & take photos with the winner.

Major Prizes must be booked within one (1) week of winner notification.

10. The next best forty one (41) entries, as determined by the judges, will each win a The Elf on the Shelf[®] prize pack valued at AUD\$200 (“**Minor Prize**”).
11. Each The Elf on the Shelf[®] prize pack awarded as a Minor Prize and as part of the Major Prize includes the following:
 - Scout Elf Express Delivers Letters to Santa[®] Pack
 - The Elf on the Shelf[®] North Pole Breakfast Party Pack
 - Elf Pets[®] Reindeer
 - Elf Pets[®] St Bernard
 - Orna-Pop[™] Advent Countdown
 - Scout Elves at Play[®] Paper Crafts Set

WINNER NOTIFICATION

12. The provisional winner(s) will be notified by direct Facebook message. A provisional winner will only be deemed a winner once verified by the Promoter.

GENERAL

13. Incomplete or indecipherable entries will be deemed invalid.
14. 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.
15. Prize is subject to the standard terms and conditions of individual prize and service provider.
16. 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.
17. 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.
18. Total prize value is up to maximum AUD \$13,300.
19. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
20. 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.
21. 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.
22. 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.

23. The Promoter's decision is final and no correspondence will be entered into.
24. Any cost associated with accessing the promotional Facebook post 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.
25. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
 - f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

26. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
27. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
28. 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.

29. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

PRIVACY

31. 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. It is a condition of entry that the entrant agrees to being entered into the Westfield 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 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 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 Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.
32. 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.
33. 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.