

## TERMS AND CONDITIONS FOR “HOUSE OF CHOCOLATE GWP” PROMOTION

1. Information on how to claim gifts form part of these Terms and Conditions. Participation in this “House of Chocolate GWP” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in NZ local time.

### ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to New Zealand residents.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the Participating Centre (as defined in condition 5 below) 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 Westfield Newmarket at 9:00am Thursday, 21 November, 2019 and ends whilst the number of gifts at Westfield Newmarket lasts, whichever occurs first (“**Promotion Period**”).

### HOW TO CLAIM

5. The Promotion will be conducted at Westfield Newmarket as set out in Annexure A (“**Participating Centres**”). The number of gifts that are available in each Participating Centre is also set out in Annexure A.
6. An “**Ineligible Transaction**” means any transaction recorded on an invalid receipt, as specified in condition 8 below. “**Participating Retailers**” are as set out in Annexure A.
7. To be eligible to participate in this Promotion and claim the gift, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Purchase a \$150 Westfield Gift Card in a single day during the Promotion Period at Westfield Newmarket, excluding any Ineligible Transaction (“**Qualifying Spend**”). All purchases must be made at one (1) Participating Centre during the Promotion Period;
  - (b) Purchase a \$200 Westfield Gift Card in a single day during the Promotion Period at Westfield Newmarket, excluding any Ineligible Transaction (“**Qualifying Spend**”). All purchases must be made at one (1) Participating Centre during the Promotion Period;
  - (c) Purchase a \$300 Westfield Gift Card in a single day during the Promotion Period at Westfield Newmarket, excluding any Ineligible Transaction

- (“Qualifying Spend”).** All purchases must be made at one (1) Participating Centre during the Promotion Period;
- (d) Present their own original valid receipt(s) recording the Gift Card Qualifying Spend (which must specify the store and date/time of purchase(s)) to the House of Chocolate pop-up at Westfield Newmarket; and
  - (e) Supply their full name, their total Gift Card spend and their postcode.

## **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 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.

## **GIFTS**

9. Subject to the availability of gifts at Westfield Newmarket as set out in Annexure A, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the House of Chocolate pop-up at Westfield Newmarket in accordance with these Terms and Conditions will receive either an Aje, Rodd & Gunn or Sass & Bide, 6-piece chocolate box, a chocolate bar or a 16-piece chocolate box.

## **GENERAL**

10. Each individual is only permitted to make one (1) gift claim per day under this Promotion. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter.
11. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimants (including a claimant’s identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

13. If the gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
14. Gifts are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
15. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
16. The Promoter's decision is final and no correspondence will be entered into.
17. 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.
18. 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

## **PRIVACY**

19. In order to conduct this Promotion, the Promoter needs to collect personal information about each claimant 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. The Promoter 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 claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored in accordance with the Privacy Policy. To request details to be removed, please go to <https://westfield.co.nz/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.

20. The “**Promoter**” is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for Scentre Promotion Fund ABN 77 011 047 215) of Level 30, 85 Castlereagh Street, Sydney NSW 2000. Telephone: (02) 9358 7000.
21. “**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

Participating Centres and the number of gifts for each Participating Centre are set out below:

Participating Centre	Gift	Maximum number of gifts	Maximum total prize value
Westfield Newmarket	Cobranded House of Chocolate x Aje, Rodd & Gunn or Sass & Bide chocolate selection. Dependant on spend either a; 6-piece chocolate box, chocolate bar or 16-piece chocolate box.	3000	\$56,580