

## TERMS AND CONDITIONS FOR “WESTFIELD SYDNEY X CHRISTMAS LAUNCH, POOL BALL PIT” PROMOTION 2019

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**WESTFIELD SYDNEY X CHRISTMAS LAUNCH, POOL BALL PIT**” 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. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Sydney 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 **Saturday 23 November** at 12:00pm AEST and concludes on **Saturday 23 November** 2019 at 6:00pm AEST. **NOTE:** The gift with purchase promotion will end upon exhaustion of stock, even if this is prior to the stated end date. (“**Promotion Period**”).

### HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotional Period, undertake the following steps:
  - 1) Customers must register at the redemption desk with their full name, phone number, email address and postal address.
  - 2) The customer will then have 10 seconds to choose a ball.
  - 3) The customer must then present their ball for inspection at the pool ball pit redemption desk. If the ball has a winning number, this will then be marked off by staff to indicate the gift is valid for redemption.
  - 4) Customer must then visit the retailer with the winning ball to redeem prize.

### LIMITS ON REDEMPTION

6. Limit of one (**1**) gift are permitted per-person, per day.

7. Prizes are subject to availability. Product cannot be exchanged or refunded. Redeemable at Westfield Sydney only. While stocks last.

### GIFT

8. As this is a game of skill, no permit is needed.

Retailer	Prize	Quantity
Sunglass Hut	Bulgari Sunglasses	5
Swarovski	GWP prizes: Assortment of pens, scatter crystals and tote bags	50
TDE	\$50 vouchers when customer spends over \$1000	50
Karl Azzi	Shampoo, condition, style cut & blow-dry for only \$89, valued at \$120 or Shampoo, Protein treatment & blow-dry from only \$45	100
M Dreams		5
Sephora	\$50 vouchers	50
Peter Alexander	\$150 Gift Card	1
Nike	\$25 Gift Cards 20% off vouchers	22
Zara	\$100 Gift Card	1
FNF, YogaBar	1month free GYM membership vouchers to be used for FNF GYM	3
Fratelli Fresh	<ul style="list-style-type: none"> <li>• 1 scoop of gelato</li> <li>• 25% when you visit in January</li> <li>• Aperol Spritz on us</li> <li>• Dessert on us</li> </ul>	200
Thomas Sabo	THOMAS SABO Little Secret bracelets	10
Phoenix Restaurant	\$10 vouchers	100
alice McCall	\$50 vouchers	4
Sportscraft Men	\$50 vouchers	6
Laser Clinics Australia	50 x one complementary Yellow LED treatment 50 x 50% off any full priced laser hair removal (excludes full body LHR) or skin treatment (excludes injectables)	100

### GENERAL

9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. 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.
11. If for any reason an eligible customer does not wish to redeem their gift at the time they forfeit the gift with purchase.
12. Total gift value **\$13,500**.
13. Gift are not transferable or exchangeable and cannot be taken as cash.

14. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice for promotion of the gift with purchase campaign.
15. Westfield Gift Cards purchased through the corporate channel are not eligible for this promotion.
16. 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.
17. 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.
18. The Promoter's decision is final and no correspondence will be entered into.
19. 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.
20. 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

21. 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 Sydney 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. To view the Scentre Group Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.
  22. 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 Sydney Shopping Centre, Centre Management, 77 Castlereagh Street, Sydney, NSW 2000. Telephone: 02 8236 9200
  23. 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.
- **No individual prize will exceed \$20.00 (twenty dollars).**
  - **No prohibited prizes will be given away**