

**TERMS AND CONDITIONS FOR WESTFIELD
GARDEN CITY 12 DAYS OF CHRISTMAS PROMOTION 2019**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Westfield Carindale 12 Days of Christmas 2019 Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in QLD local time.

ELIGIBILITY

2. This Promotion is only open to Australian residents aged 18 years or over. 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 Carindale 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 at 9:00am AEST on 01/12/2019 and ends at the Participating Centre at 5:30pm AEST on **12/12/2019 (“Promotion Period”)**.

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a) Spend **\$200** or more on a Westfield Gift Card in any one day during the Promotion Period.
 - b) Fully complete the official entry form, including their full name, phone number, address, and valid email address and place the fully completed entry form in the box provided at the Westfield Concierge Desk. It is a condition of entering the promotion that entrants agree for their personal information to be added to the Westfield Garden City database and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

- Multiple entries are permitted per eligible person. Each entry must be submitted separately and in accordance with the entry requirements.

DRAW DETAILS

- The draw will take place at the Participating Centre, Centre Management, Cnr Logan & Kessels Road, Upper Mount Gravatt, QLD 4122 at 11.00am on 13 December 2019. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant. The first twelve (12) valid entries drawn will win those prizes.

WINNER NOTIFICATION

- The provisional winner(s) will be notified by phone call and email. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZES

- The 12 Days of Christmas will take place at the Participating Centre between 01/12/2019 to 12/12/2019. Any and all costs associated with attending the promotion are the sole responsibility of the Participant. If the Participant is unable to attend, the Participant may appoint a proxy over 18 years of age to attend on his/her behalf provided the Participant gives the Promoter written, signed notice to that effect before the start of the promotion.
- There will be 12 prizes on display for 12 days with a prize given away daily (awarded at the end of the 12 days on 13/12/2019). Participants are required to fill out an entry form at the Concierge Desk on the ground level near Flight Centre.

Day	Prize	Retailer	RRP
1	Blast 'Ultimate Ears' Portable Wifi/Bluetooth Speaker	Harvey Norman	\$278.00
2	Pamper Pack – Bath Bombs & Gift Vouchers and Cosmetic Case	Peter Alexander, Lush, Perfect Potion and Colette Accessories	\$280.00
3	Entertainment Pack – Gift Vouchers	Timezone, Event Cinemas, Yum Cha Restaurant, Valet	\$570.00
4	Fitness Pack – Garmin Vivo Active 3 Watch	Rebel Sport	\$499.00
5	Organic Infusion Facial Treatment	Endota Spa	\$130.00
6	GHD Platinum Black	Shaver Shop	\$345.00
7	Paco Rabanne Fragrance Pack	Healthyworld Pharmacy	\$110.00
8	Coffee Lovers Hamper	Starbucks	\$150.00
9	Pro Speed Hair Dryer & Products	Stefan	\$223.95
10	Moonlit Diffuser & Essential Oil	Dusk	\$130.00
11	Marc Jacobs 'Daisy' Fragrance Pack	Healthyworld Pharmacy	\$150.00
12	Delonghi Nespresso Gran Latissima Machine	Myer	\$749.00

11. As a condition of accepting a prize, the winner must sign any legal documentation as, and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
12. Winners are responsible for all costs associated with attending, including but not limited to travel to and from the Participating Centre.
13. Where any prize is an item of clothing, shoes or an accessory the sizes and or colours will be determined by the Promoter in agreement with the winner and will be subject to availability. In the event an agreement cannot be reached, the Promoter reserves the right to determine the size and/or colour of the prize awarded.

UNCLAIMED PRIZE DRAW

14. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw on 13/03/2020, and any prizes will be awarded in descending order of value. Winners (if any) will be notified by phone and email.

GENERAL

15. Incomplete, indecipherable or illegible entries will be deemed invalid.
16. 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.
17. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
18. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at 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.
19. Total prize pool value is the value indicated in Item 10.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
21. 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.

22. 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.
23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. 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.
26. 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

27. 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 **Garden City** 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.
28. 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 Garden City Shopping Centre, Centre Management, Corner Logan and Kessels Road, Upper Mt Gravatt, QLD 4122.
29. 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.