

## TERMS AND CONDITIONS FOR “WESTFIELD KOTARA COMPLIMENTARY COLD ROCK ICE CREAM” PROMOTION 2019

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “WESTFIELD KOTARA COMPLIMENTARY COLD ROCK ICE CREAM” 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 3, this Promotion is only open to Australian residents **aged 16 years or over**. Entrants under 18 years old must have parental/guardian approval to enter and further, the parental/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 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 5/12/2019 at 10am and ends at 10pm AEST/AEDST on 8/12/2019 or while stocks last, whichever occurs first (“Promotion Period”).** Refer to Annexure A for times promotion is open each day.

### HOW TO ENTER

5. To Receive a complimentary kiddy size cup of Cold Rock Ice Cream with two mix-ins, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a. **Purchase a meal from Participating Retailer/s (refer to Annexure B) during the Promotional Period at the Participating Centre**, excluding any Ineligible Transaction (“Qualifying Spend”). For clarity, **the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers;** however, all purchases must be made at the Participating Centre, during the Promotional Period;
  - b. Present their own **original valid receipt(s)** recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) to Cold Rock Ice Cream located on Level 3 The Rooftop.

### INVALID RECEIPTS

6. 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 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.

## LIMITS ON ENTRY

7. **One kiddy size cup of Cold Rock Ice Cream** with two mix-ins **permitted per person per day**, however each entry must be and submitted separately and in accordance with entry requirements.

## PRIZES

8. Subject to the availability of gifts in the Participating Centre as set out in condition 8 below, 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 Westfield Redemption Desk at the Participating Centre in accordance with these Terms and Conditions will receive a gift as set out in condition 8.
9. Kiddy size cup of Cold Rock Ice-Cream with two mix-ins valued at \$7.50(RRP). 200 Kiddy size cup of Cold Rock Ice-Cream with two mix-ins available each day. 800 Kiddy size cups of Cold Rock Ice-Cream with two mix-ins available in the full promotional period.

## GENERAL

10. Incomplete, indecipherable or illegible entries will be deemed invalid.
11. 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. Gift recipients will be advised immediately at the time of claim submission.
12. 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.
13. 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.
14. 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.
15. **Total prize pool value is AUD\$6,000.**
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. 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.
18. 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.

19. 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.
20. The Promoter's decision is final and no correspondence will be entered into.
21. 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.
22. 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

23. 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.

24. 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.
25. 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/18/03417**

**ANNEXURE A – Promotion times each day:**

- Thursday 5 December: 12pm – 2pm and 6pm – 10pm
- Friday 6 December: 12pm – 2pm and 6pm – 10pm
- Saturday 7 December: 12pm – 2pm and 6pm – 10pm
- Sunday 8 December : 12pm – 2pm and 6pm – 10pm

## ANNEXURE B – Participating retailers

1. Criniti's
2. Grill'd
3. Zeus Street Greek
4. Kinn Thai
5. Lone Star
6. Mad Mex
7. Nandos
8. Noodle Hut
9. San Churro
10. Sushi Musa
11. Hong Kong Chef
12. Beerhaus
13. Mr Bui's
14. Another Burger Joint
15. Cha Time
16. Cold Rock