

TERMS AND CONDITIONS FOR “WESTFIELD SYDNEY X TDE Leather Note Book PROMOTION 2020

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**WESTFIELD SYDNEY X TDE Leather Note Book**” 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 **Wednesday 22 Jan** at 9:30am – 10:30am AEST and **Wednesday 22 Jan** at 1:30pm - 2:30pm 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) Spend minimum \$5 at any retailer within Westfield Sydney
 - 2) Visit the Office on level 2 near Zara with eligible receipt.
 - 3) Present their purchase receipt(s) to the staff for inspection. Receipt will then be marked by staff to indicate the gift with purchase is valid for redemption.
 - 4) Customer must provide store and amount of spend details
 - 5) The Office staff will then present customer with tde Leather notebook.

NOTE:

Payment method must be Australian dollars (cash), credit card or debit card.

LIMITS ON REDEMPTION

6. Limit of one **(1)** gift with purchase are permitted per-person, per day; therefore a minimum \$5 spend would qualify for a maximum of **(1)** gift with purchase redemption(s).
7. Colour and size is subject to availability. Product cannot be exchanged or refunded. Redeemable at Westfield Sydney only. While stocks last.
8. 100 tde notebooks to be handed out between 9:30am – 10:30am or until sold out. An additional 85 notebooks to be handed out between 1:30pm – 2:30pm or until sold out.

GIFT

9. Tde. A6 Leather Notebook AUD RRP: \$46.00

GENERAL

10. Entry with purchase must be redeemed on the **same day** the purchase is made.
11. Incomplete, indecipherable or illegible entries will be deemed invalid.
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 an eligible customer does not wish to redeem their gift with purchase at the time they forfeit the gift with purchase.
14. Total gift with purchase value **\$2,700**
15. Gift with purchases, are not transferable or exchangeable and cannot be taken as cash.
16. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice for promotion of the gift with purchase campaign.
17. Westfield Gift Cards purchased through the corporate channel are not eligible for this promotion.
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 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.

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 Sydney Shopping Centre, Centre Management, 77 Castlereagh Street, Sydney, NSW 2000. Telephone: 02 8236 9200
 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.
- **No individual prize will exceed \$20.00 (twenty dollars).**
 - **No prohibited prizes will be given away**