

## TERMS AND CONDITIONS FOR WESTFIELD LOCAL HEROES PROGRAM 2020

### 1. TERMS AND CONDITIONS

- 1.1. The terms and conditions of the Westfield Local Heroes Program 2020 (“**Program**”) comprise:
  - a. these terms and conditions;
  - b. the online nomination form to be completed by a Nominator, available at [www.westfield.com.au/local-heroes](http://www.westfield.com.au/local-heroes) or [www.westfield.co.nz/local-heroes](http://www.westfield.co.nz/local-heroes) (**Nomination Form**);
  - c. the submission form to be completed by a Nominee, which will be emailed to the Nominee by Scentre Group (**Submission Form**);
  - d. the Voting Form,  
(together, **Terms and Conditions**).
- 1.2. By participating in the Program, Nominees, Voters, Nominators and Affiliated Organisations or Groups (together, **Participants**) agree to be bound by the Terms and Conditions.

### 2. OVERVIEW OF THE PROGRAM

Subject to the Terms and Conditions:

- 2.1. the Program is administered by Scentre Group Limited, the owner and operator of Westfield Shopping Centres in Australia and New Zealand, (**Scentre Group**), and will be offered in selected Westfield shopping centres across Australia and New Zealand.
- 2.2. the intent of the program is to discover and celebrate individuals who make a positive impact to their local community and/or environment. The program aims to recognise and promote community role models whose work or activities create a positive benefit for others in one or more of the following ways: nurturing a sense of belonging and inclusion; helping in times of community crisis; building community resilience; promoting positive health and wellbeing; improving access to community services and groups; and / or protecting the local environment.
- 2.3. to be eligible, Nominees must be affiliated with an organisation or group that is a registered entity. This includes but is not limited to emergency services, registered community groups, sporting clubs, not-for-profits, schools, authorities, government bodies and private/commercial businesses. They must also demonstrate that they are individuals of good character standing which supports the intent of the program as outlined in 2.2.
- 2.4. the nomination process commences at 9am (AEST) on 18 February 2020 and nominations close 4pm (AEST) on 16 March 2020 (**Nomination Period**). Scentre Group may, at its absolute discretion, extend the Nomination Period in respect of any Centre.
- 2.5. the submission process commences at 9am (AEST) on 18 February 2020 and ends at 4pm (AEST) on 27 March 2020 (**Submission Period**). Scentre Group may, at its absolute discretion, extend the Submission Period in respect of any Centre.
- 2.6. the selection of Finalists by Scentre Group will take place between 30 March 2020 and 20 July 2020 (“**Selection Period**”). Scentre Group may, at its absolute discretion, extend the Selection Period in respect of any Centre.
- 2.7. the public vote of the Finalists will take place between 9am (AEST) on 21 July 2020 and 4pm (AEST) on 10 August 2020 (“**Voting Period**”). Scentre Group may, at its absolute discretion, extend the Voting Period in respect of any Centre.
- 2.8. up to 3 Finalists per Centre who receive the most public votes during the Voting Period will be awarded the title “Westfield Local Hero” (**Westfield Local Hero**) and their Affiliated Organisation or Group will receive a cash contribution of up to \$10,000 (**Grant**) to assist their elected activity or program. Scentre Group may, in extenuating circumstances and at its sole discretion, increase or decrease the number of Finalists per Centre.

### 3. WHO CAN NOMINATE?

- 3.1. Subject to the Terms and Conditions, any person over the age of 18 (**Nominator**) may nominate a Nominee to be a Westfield Local Hero.
- 3.2. A person cannot nominate themselves to be a Westfield Local Hero.
- 3.3. If a person under the age of 18 wishes to nominate a Nominee, they may participate in the Program by having their parent or guardian submit a Nomination on their behalf.
- 3.4. If a person under the age of 18 is nominated to be a Westfield Local Hero, they may participate in the Program by having their parent or guardian consent to the nomination. Scentre Group may verify consent by contacting the parent or guardian on the contact details provided in the Nomination.

### 4. WHO CAN BE NOMINATED OR APPLY?

- 4.1. A Nominator may nominate any person (other than themselves) who meets each of the following criterion to be a nominee (**Nominee**) in the Program:
  - a. To be eligible, Nominees must meet the standards set out in sections 2.2 and 2.3. Nominee affiliation includes but is not limited to, being a volunteer, member, agent or paid employee of the Affiliated Organisation or Group. The Nominee’s actions or work with the Affiliated Organisation or Group must, in Scentre Group’s opinion, positively impact the local community and/or environment within the Trade Area of the selected Westfield shopping centre (Centre). ‘Trade Area’ refers to the geographical region that forms the customer and community base of a Centre, as determined by Scentre Group.
  - b. For a Nominee to be eligible for the Program, either:
    - i. the Affiliated Organisation or Group will have its head office or a branch located within the Trade Area of a Centre; or
    - ii. the Nominee’s work or activity for the Affiliated Organisation or Group will occur within the Trade Area of a Centre; or
    - iii. the Nominee’s work or activity for the Affiliated Organisation or Group must directly benefit the community and/or environment within the Trade Area of a Centre.Scentre Group reserves the right in its absolute discretion to determine the Centre Trade Area (if any) in which the Nominee works or the Affiliated Organisation or Group operates. The Submission must demonstrate, to Scentre Group’s complete satisfaction, that the Nominee meets the above criteria. Should the above requirements not be met, Scentre Group reserves the right in its absolute discretion to refuse to accept the Nomination or Submission.
  - c. Nominators must have permission from the Nominee to:
    - i. nominate them into the Program; and
    - ii. provide their personal information, including their name, email address and telephone number to Scentre Group, and the Nominator must disclose to the Nominee that Scentre Group may contact the Nominee in respect of the Nomination.

- d. the Nominee's work or activities with the Affiliated Organisation or Group for which they are nominated in the Program must not be for the purposes of pushing any political or religious agenda or for the benefit of any overseas programs and projects, including international good will agencies or if the Nominee is the primary beneficiary, not the community.
- 4.2. A Nominee may be selected as a Finalist by Scentre Group in respect of one Centre only.
- 4.3. Employees of Scentre Group and any agencies associated with this Program and their immediate family are not eligible to be a Nominee. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother, step-sister. Scentre Group reserves the right to refuse any Nomination due to a conflict of interest which is determinable by Scentre Group at its absolute discretion.

## 5. HOW TO NOMINATE AND APPLY

- 5.1. To enter the Program, Nominators must, during the Nomination Period, complete the Nomination Form for a Nominee (a completed Nomination Form is herein referred to as a "**Nomination**").
- 5.2. Following receipt of a Nomination, Scentre Group may at its absolute discretion contact the Nominee to ask them to fill out a Submission Form to be a Westfield Local Hero (a completed Submission Form is herein referred to as a "**Submission**").
- 5.3. No offline nominations or submissions will be considered, without prior agreement from Scentre Group.
- 5.4. At Scentre Group's absolute discretion it may accept or reject Nominations or Submissions which contain errors and/or omissions. Failure by Scentre Group to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.5. Incomplete or indecipherable Nominations or Submissions may be deemed invalid at Scentre Group's absolute discretion.
- 5.6. If there is a dispute as to the identity of a Nominator, Nominee or Affiliated Organisation or Group, Scentre Group reserves the right, in its absolute discretion, to determine the identity of that person or Affiliated Organisation or Group.
- 5.7. No responsibility is accepted by Scentre Group for late, lost or misdirected Nominations or Submissions (including where a Nomination Form or Submission Form is not received due to any technical difficulties).

## 6. THE NOMINATION AND SUBMISSION

- 6.1. By entering the Program, Participants acknowledge and agree that:
  - a. the Program is conducted at Scentre Group's absolute discretion, and if the Program is not conducted as anticipated due to any reason, Scentre Group reserves the right, in its absolute discretion, to the full extent permitted by law to:
    - (i) disqualify any Nomination;
    - (ii) disqualify any Submission; or
    - (iii) modify, suspend, terminate or cancel the Program;
  - b. There may only be one Nominee per Nomination, and that person will be the person nominated by the Nominator in the Nomination Form;
  - c. There may only be one Submission completed for each Nominee;
  - d. Scentre Group may contact a Participant at any time in relation to the Program during the Nomination Period, Submission Period, Selection Period, Voting Period and Promotion Period (as applicable);
  - e. There is no obligation or requirement on Scentre Group to promote, use or display any information (including Personal Information) provided in the Nomination or Submission, including but not limited to the Nominee's name, suburb, state, photo and a description of their initiative working with their Affiliated Organisation;
  - f. In entering the Program, the Nominator and the Nominee will not transfer files (including photos) which contain viruses or other harmful programs;
  - g. The Nominator has all permissions and consents to enable them to nominate the Nominee. If requested by Scentre Group, the Nominator must provide Scentre Group with evidence of such consent and permission;
  - h. Scentre Group is under no obligation to communicate in any way with a Participant in connection with the Program, including in respect of any Nomination or Submission; and
  - i. Uploading the photo of the Nominee will not infringe the copyright or other rights of any third party, or infringe any applicable laws or regulations.
- 6.2. Participants acknowledge that by participating in the Program they may, if requested by Scentre Group, be required to confirm or provide additional information in respect of any Nomination or Submission (either by phone, email or in person) to Scentre Group during the Program.
- 6.3. By entering the Program, Nominators and Nominees represent and warrant that all information provided by them to Scentre Group in the Nomination and Submission or otherwise in connection with the Program is true and correct, and not misleading or deceptive by omission or otherwise.
- 6.4. Scentre Group may request proof of a valid Working With Children Check for those Nominees who work or engage with children. Scentre Group may also request consent from Nominees to undertake a police check.
- 6.5. Scentre Group may request from the Nominee contact details of a referee or Affiliated Organisation or Group representative, who Scentre Group may contact to verify any information contained in the Submission. The Nominee must obtain all permissions and consents to provide Scentre Group with the contact details of the referee or Affiliated Organisation or Group representative. If requested by Scentre Group, the Nominee must provide Scentre Group with evidence of such consent and permission;
- 6.6. Referees may be referral partners, Affiliated Organisation or Group representatives, corporate partners, government or community agencies or someone who works with or has worked with the Nominee. Referees cannot be family members or personal friends or acquaintances of the Nominee.
- 6.7. Scentre Group reserves the right, at any time, in its discretion:
  - a. to verify the validity of Nominations and Submissions (including the identities of Participants);
  - b. to disqualify (at Scentre Group's absolute discretion) any Nomination or Submission from the Program that is not made in accordance with the Terms and Conditions or which Scentre Group otherwise deems inappropriate; and
  - c. to vary these Terms and Conditions, or to cancel, postpone or reschedule the Program.

## 7. SELECTION PERIOD

- 7.1. During the Selection Period, Scentre Group:
  - a. will review the Nominations and Submissions to determine the Nominees who are Finalists (**Finalists**) in the Program. Review panels are made up of Scentre Group employees and external agencies, for example, a local council representative or retailer. The Finalists will advance to the public voting stage of the Program;

- b. may ask Nominators and Nominees to participate in further interviews or other selection activities to assist in shortlisting Nominees. Nominees must make themselves reasonably available to participate in any such interviews or other selection activities;
  - c. may ask Nominees to declare if they have been convicted of a crime or had a civic penalty imposed on them, and may request consent from the nominee to undertake a police check; and
  - d. may, in its absolute discretion, shortlist Nominees as Finalists based on their Nomination, Submission and referee interviews.
  - e. may request proof of a valid Working With Children Check or police check;
  - f. contact Nominees using a third-party agency to conduct checks, which may include reference and/or online open source checks.
- 7.2. Upon selection, Finalists' names, a photograph and information pertaining to the work or activities for which they were nominated will be published on the Westfield website, on Westfield social media and in-centre at selected Centres.
- 7.3. Scentre Group reserves the right to commence reviewing Nominations and Submissions prior to the commencement of the Selection Period.
- 7.4. Finalists must maintain the confidentiality of their status as a Finalist at Scentre Group's direction.

## 8. VOTING PERIOD

- 8.1. During the Voting Period:
- a. the public will vote for their preferred Finalist.
  - b. Voting is open to any person over the age of 18 years (**Voter**). If a person under the age of 18 wishes to cast a vote, they may participate by having their parent or guardian cast a vote on their behalf.
- 8.2. The Finalists must make themselves reasonably available to participate in a photography shoot and any other activities to produce new content to promote the Nominees during the Selection Period and Voting Period. This content will be made publicly available, including online, on social media and in Centre. All rights, title and interest in any such content will vest with Scentre Group.
- 8.3. To cast a vote, the Voter must go online to [www.westfield.com.au/local-heroes](http://www.westfield.com.au/local-heroes) or [www.westfield.co.nz/local-heroes](http://www.westfield.co.nz/local-heroes) (as applicable) and complete a voting form (Voting Form) during the Voting Period. Only votes which are cast via [www.westfield.com.au/local-heroes](http://www.westfield.com.au/local-heroes) or [www.westfield.co.nz/local-heroes](http://www.westfield.co.nz/local-heroes) (as applicable) during the Voting Period will be accepted by Scentre Group. No offline votes will be accepted;
- 8.4. A Voter may only vote for one Finalist to become a Westfield Local Hero.

## 9. VOTE COUNT

- 9.1. The count of public votes and determination of the successful Westfield Local Heroes will take place at Scentre Group Support Office, 85 Castlereagh Street, Sydney, NSW 2000 between 12 August 2020 and 12 October 2020.
- 9.2. The results of the public vote will be determined by Scentre Group at its absolute discretion.
- 9.3. Scentre Group reserves the right, at any time, to verify the validity of votes, Voting Forms and Voters (including a Voter's identity) and to disqualify any vote that is not in accordance with the Terms and Conditions.
- 9.4. Scentre Group will not be responsible for any vote which is not counted due to any technical difficulties associated with the online voting platform.
- 9.5. In the event of a tie, a representative of Scentre Group will determine the Westfield Local Hero in its absolute discretion.
- 9.6. If any Finalist who has the most votes becomes ineligible to participate in the Program, the Finalist who has the second most number of votes will replace that ineligible Finalist and be given the title "Westfield Local Hero" and awarded a Grant for their Affiliated Organisation or Group.
- 9.7. Finalists must maintain the confidentiality of the results of the vote count (as advised by Scentre Group) until after public notification of the results or otherwise at Scentre Group's direction.

## 10. GRANTS

- 10.1. In this Program, Scentre Group will give Finalists in respect of their Centre the title of "Westfield Local Hero" and award them a Grant payable to their Affiliated Organisation or Group to assist their elected work, activity or program to grow and thrive.
- 10.2. Scentre Group will award each Westfield Local Hero with a Grant within 30 days after the results of the public vote are announced pursuant to clause 11.1. Scentre Group reserves the right, at its absolute discretion, to request further information in relation to payment of the Grant including to verify the bank account details provided by the Nominee or Affiliated Organisation or Group.
- 10.3. Each Grant must be used by the Westfield Local Hero and their Affiliated Organisation or Group towards the community initiative set out in their Submission. Scentre Group reserves the right, at its absolute discretion, to request further information about any Grant that Scentre Group reasonably believes is not being used appropriately, for example, an overseas trip where the individual is the primary beneficiary, and not the community.
- 10.4. As a condition of accepting the Grant, the Nominee and Affiliated Organisation or Group agree to:
- a. provide any information reasonably requested by Scentre Group regarding the program or initiative for which the Grant was used at the reasonable request of Scentre Group. Scentre Group may use this information during the Promotion Period to create content for any media to promote the Program or any future Westfield Local Heroes program.
  - b. use the Grant for the purpose detailed in the Submission, unless prior consent is obtained from Scentre Group (such consent will not be unreasonably withheld).
  - c. obtain Scentre Group's consent prior to using any Scentre Group trademarks or other Scentre Group intellectual property (which includes the Westfield logo) or otherwise advertising any association with Scentre Group or participation in the Program;
  - d. make themselves reasonably available to participate in any interviews, photography shoots and other activities to produce new content to promote the Westfield Local Heroes program during the Promotion Period. This content will be made publicly available, including online, on social media and in Centre. All rights, title and interest in any such content will vest with Scentre Group.
- 10.5. Notwithstanding any provision of these Terms and Conditions, Scentre Group reserves the right at any time to:
- a. remove the title of Westfield Local Hero from any person previously announced as a Westfield Local Hero; and/or
  - b. not pay or recover the Grant from any person previously announced as a Westfield Local Hero, for any reason whatsoever, including but not limited to if Scentre Group determines (at its absolute discretion) that any conduct by the person does not align with the standards and values of Scentre Group and the Program or otherwise detracts from the goodwill and reputation attached to Scentre Group and the Program.

## 11. NOTIFICATION

- 11.1. Scentre Group will notify Participants of the results of the public vote between 12 August 2020 and 12 October 2020 (**Notification Period**) in a manner to be determined by Scentre Group.
- 11.2. Upon notification to Participants the Westfield Local Heroes' names, a photograph and information pertaining to the work or activities (as provided by the Nominee) will be published on the Westfield website, on Westfield social media and in-centre at selected Centres.
- 11.3.

## 12. LIABILITY

- 12.1. Except for any liability that cannot be excluded by law, Scentre Group (including its officers, employees, agents) excludes 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 Program, including, but not limited to, where arising out of the following:
  - a. the outcome of the Program;
  - b. any technical difficulties relating to submission or receipt of Nominations, Submissions or votes;
  - c. any unauthorized access or third-party interference;
  - d. any Nomination, Submission or Grant that is late, lost, altered, damaged or misdirected (as applicable); due to any reason beyond the reasonable control of Scentre Group;
  - e. any termination or cancellation of the Program;
  - f. any variation in Grant value to that stated in the Terms and Conditions;
  - g. any tax liability incurred by a Westfield Local Hero.

## 13. PRIVACY STATEMENT

- 13.1. From 18 February 2020 until 30 April 2022 ("**Promotion Period**"), Nominators, Nominees and Westfield Local Heroes consent to Scentre Group using and displaying any information relating to them (including personal information as defined by the Privacy Act 1988 (Cth) and Privacy Act 1993 (NZ) (as applicable) (**Personal Information**) provided in a Nomination, Submission or otherwise collected from them during the Program, in any media without remuneration for the purposes of promoting and marketing the Program or any future Westfield Local Heroes program.
- 13.2. Scentre Group may use and display such information for the abovementioned purposes online (including social media) or in-centre, or otherwise make public any details of the same, at any time during the Promotion Period.
- 13.3. All rights, title and interest in any such content will vest with Scentre Group.
- 13.4. The Personal Information that the Nominator, Nominee or Westfield Local Hero provide will be collected by Scentre Group for the purpose of conducting the Program and managed in accordance with the Privacy Act 1988 (Cth) and Privacy Act 1993 (NZ) (as applicable) and Scentre Group's Privacy Policy available at [www.westfield.com.au/privacy-policy](http://www.westfield.com.au/privacy-policy). Participation in the Program is conditional on providing this information. Scentre Group may disclose this Personal Information to its employees, contractors and agents to assist in operating the Program or communicating with Participants.
- 13.5. Scentre Group's Privacy Policy also explains how a person can access or correct any Personal Information Scentre Group holds about that person, how to complain about a privacy breach by Scentre Group and how Scentre Group will deal with a privacy complaint. Contact Scentre Group at [privacy@scentregroup.com](mailto:privacy@scentregroup.com).