TERMS AND CONDITIONS FOR WESTFIELD VIRGIN AUSTRALIA MELBOURNE FASHION FESTIVAL STAYCATION 2020 PROMOTION

1. Information on how to enter and prize form part of these Terms and Conditions. Participation in this Westfield Virgin Australia Melbourne Fashion Festival Staycation Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in VIC local time.

ELIGIBILITY

- 2. Subject to condition 3, this Promotion is only open to residents of Victoria aged 18 years or over who can make their own way to Melbourne, VIC between 09/03/2020 and 12/03/2020 if drawn as a winner in the Major Draw, as defined below.
- 3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in a ("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 on 6 February 2020 and ends at 11:59pm on 23 February 2020 ("Promotion Period").

HOW TO ENTER

- 5. The Promotion will be advertised at the following Westfield shopping centres: Westfield Knox, Westfield Southland, Westfield Doncaster, Westfield Fountain Gate, Westfield Geelong, Westfield Plenty Valley and Westfield Airport West (each a "**Participating Centre**").
- 6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - Visit <u>www.westfield.com.au/competitions/vamff;</u>
 - Follow the prompts to the competition entry page;
 - Input the requested details including their full name, valid email address, mobile number, suburb of residence (including their Postcode), the name of their local Westfield Shopping Centre and their Instagram handle (if applicable);
 - Select their favorite street style look from the 2019 Virgin Australia Melbourne Fashion Festive (from the options provided); and then
 - Submit the fully completed online entry form

LIMITS ON ENTRY

7. Limit of one (1) entry is permitted per eligible person.

DRAW DETAILS

8. There will be one (1) draw conducted from all entries received during the Promotional Period ("Draw"). The Draw will take place at Centre Management, 619 Doncaster Rd &, Williamsons Rd, Doncaster VIC 3108 at 12:00pm (noon) on 24th February 2020. The Promoter reserves the right to draw additional reserve entries and record them in order in case of an invalid entry or invalid entrant is drawn.

WINNER NOTIFICATION

9. The provisional winner(s) will be notified in writing within two (2) business days of the Draw. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZES

- The first valid entry drawn in the Draw will win the major prize of a trip for two (2) adults to the 2020 Virgin Australia Melbourne Fashion Festival (VAMFF), on 10 March 2020 valued at \$[2500] ("Major Prize"). The Major Prize includes:
 - One (1) night 5star twin share accommodation at The Langham in Melbourne VIC;
 - Two (2) tickets to the 2020 VAMFF Gala Runway presented by David Jones 10 March 2020;
 - One (1) x \$200 Westfield Gift Card to be used towards return transfers for two (2) people from The Langham hotel to the 2020 VAMFF Gala Runway on 10 March 2020 (for clarity – Westfield Gift Cards can be used anywhere EFTPOS facilities are accepted and will be accepted by taxi);
 - One (1) x \$500 Westfield Gift Card (for the winner only);
 - One (1) x \$500 MIMCO Gift Card to be collected by the winner at the MIMCO Glamper activation at VAMFF on 10th March 2020;
 - A 1-hour beauty service session at Priceline for the winner and their companion valued at \$65 each. Beauty session is redeemable at Priceline Westfield Doncaster, Fountain Gate or Southland on 10th March 2020 prior to the VAMFF (must be booked by the winner on or prior to 2nd March 2020); and
 - Two (2) x \$20 Priceline Gift Cards (one for the winner and one for the winner's companion).
- 11. **Major Prize Conditions:** Additional spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Itinerary to be determined by the Promoter in its absolute discretion. The Major Prize is subject to the standard terms and conditions

of individual prize and service providers. The winner of the Major Prize will be required to present their own credit card at time of accommodation check in.

- 12. The next two (2) valid entries drawn in the Draw will each win the runner up prize ("**Runner Up Prize**") valued at **\$[850].** Runner Up Prize includes:
 - Two (2) tickets to the 2020 VAMFF Gala Runway (Runway 2) presented by David Jones 10 March 2020;
 - One (1) \$250 Westfield Gift Card (for the winner only);
 - One (1) x \$250 MIMCO Gift Card to be collected by the winner at the MIMCO Glamper activation at VAMFF on 10th March 2020;
 - A 1-hour beauty service session at Priceline for the winner and their companion valued at \$65 each. Beauty session is redeemable at Priceline Westfield Doncaster, Fountain Gate or Southland on 10th March 2020 prior to the VAMFF (must be booked by the winner on or prior to 2nd March 2020); and
 - Two (2) x \$20 Priceline Gift Cards (one for the winner and one for the winner's companion).
- 13. The 2020 VAMFF ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of a prize.
- 14. Any ancillary costs associated with redeeming the Westfield Gift Card are not included. Westfield Gift Cards are valid for 3 years from the date of issue. Any unused balance of a Westfield Gift Card will not be awarded as cash. Westfield Gift Cards are issued by Scentre Gift Cards Pty Ltd ACN 113 171 663. Westfield and XS Gift Card terms and conditions apply. Westfield Gift Cards are only redeemable at accepting retailers. Details of accepting retailers be found can at https://www.westfieldgiftcards.com.au/Online. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to procure the cancellation of any Westfield Gift Card issued in connection with those receipts at any time.
- 15. Any ancillary costs associated with redeeming the Priceline and Mimco Gift Cards are not included. Any unused balance of the Priceline and Mimco Gift Cards will not be awarded as cash. Redemption of the Priceline and Mimco Gift Cards is subject to any terms and conditions of the issuer including those specified on the Priceline and Mimco Gift Cards.
- 16. Winners acknowledge that the Priceline Beauty Services awarded as part of a prize must be booked and confirmed by 2nd March 2020 and will be subject to availability. Winners will need to follow any instructions provided

within their winner notification to make their booking. Priceline vouchers awarded as part of a prize will only be redeemable at Priceline Doncaster, Priceline Fountain Gate or Priceline Southland on Tuesday 10th March 2020. Priceline vouchers are not redeemable for cash and cannot be used to purchase gift vouchers or prescription only medications. Priceline Vouchers may only be redeemed once, unless expressly stated otherwise. Priceline vouchers must be surrendered in store upon redemption. If purchase exceeds the voucher amount, the balance must be paid by other available payment options. Priceline vouchers must be redeemed within the validity period. Expired vouchers are not redeemable and voucher amounts will not be refunded or credited when expired. Priceline does not accept any responsibility for lost or stolen vouchers.

17. Winners acknowledge that any MIMCO Gift Cards awarded as part of a prize must be collected from the MIMCO Glamper at The VAMFF Plaza on Tuesday 10 March 2020. MIMCO Gift Cards can be redeemed on any MIMCO purchase and will expire 3 years from the date of issue. MIMCO Gift Cards are not redeemable for cash. Any unused balance of a MIMCO Gift Card will not be refunded or credited. Further conditions apply, visit www.mimco.com.au for full terms and conditions. MIMCO Gift Cards expire 3 years from the date of issue (or date of purchase for E-Gift Cards). MIMCO Gift Cards are not redeemable for cash or travellers MIMCO Gift Cards are partially redeemable and it is up to the cardholder to use the full value within the validity period. Any unused balance will not be refunded or credited when the card expires. When the cost of a purchase exceeds the available card balance, the cardholder will be required to make up the difference with an alternate form of payment. MIMCO Gift Cards must be treated as a form of tender and cannot be used on Afterpay, Paypal, Alipay or Apple Pay orders. MIMCO Gift Cards should be treated like cash. MIMCO disclaims all responsibility for lost or stolen cards.

GENERAL

- 18. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 19. 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.
- 20. The prizes are subject to the standard terms and conditions of individual prize and service providers.
- 21. 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.
- 22. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

- 23. Total prize pool value is \$4200.
- 24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. The Promoter's decision is final and no correspondence will be entered into.
- 29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 30. 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.

31. 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

- 32. 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 Doncaster 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.
- 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 Doncaster Shopping Centre, Centre Management, 619 Doncaster Road (Corner Williamsons Road), Doncaster, VIC 3108.
- 34. 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.