#### TERMS AND CONDITIONS FOR "INTERSTATE - WESTFIELD VIRGIN AUSTRALIA MELBOURNE FASHION FESTIVAL 2020 PROMOTION"

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

### ELIGIBILITY

- 2. Subject to condition 3, this Promotion is only open to residents of Queensland, New South Wales and South Australia aged 18 years or over who are available to travel to Melbourne, Victoria on 12/03/2020 if deemed the winner.
- 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 9am on 06/02/2020 and ends at 11:59pm on 23/02/2020 ("Promotion Period").

### HOW TO ENTER

- 5. The Promotion will be advertised at the following Westfield shopping centres: Westfield Bondi Junction, Westfield Chermside, Westfield Marion, Westfield Miranda and Westfield Sydney (each a "**Participating Centre**").
- 6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - Visit <a href="https://www.westfield.com.au/fountaingate">https://www.westfield.com.au/fountaingate</a>;
  - Follow the prompts to the Promotion 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 from the list provided and an answer in twenty-five (25) words or less to the question "Who is your favourite Australian designer and why?" ("Promotional Question"); and then
  - Submit the fully completed online entry form

# LIMITS ON ENTRY

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

## JUDGING DETAILS

- 8. The judging will take place at 25-55 Overland Dr, Narre Warren VIC 3805 at 12:00pm (noon) on 24/02/2020. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the Promotional Question.
- 9. The Promoter reserves the right to select reserves and record them in order of merit in the event that the person who submitted the original entry that is selected is ineligible or does not claim the prize by 01/03/2020.

### WINNER NOTIFICATION

10. The provisional winner will be notified in writing. The provisional winner will only be deemed the winner once verified by the Promoter.

# PRIZES

- 11. The best valid entry, as determined by the judges, will win the prize of a trip for two (2) adults to the 2020 Virgin Australia Melbourne Fashion Festival ("VAMFF") from 12/03/2020-14/03/2020 valued at up to \$4,500, depending on point of departure. The prize includes:
  - Two (2) x return economy airfares from either Sydney, Brisbane or Adelaide (depending on the winner's location) to Melbourne – departing on 12/03/2020 (before 11am) and returning on 14/03/2020 (after 4pm);
  - Two (2) nights 5star twin share accommodation at The Langham in Melbourne VIC;
  - Two (2) tickets to the 2020 VAMFF Gala Runway 3 presented by Harper's Bazaar on 12/03/2020;
  - Two (2) tickets to the 2020 VAMFF Gala Runway 4 presented by Elle on 13/03/2020;
  - VAMFF High Tea for two (2) at The Langham on 14/03/2020;
  - One (1) x \$200 Westfield Gift Card to be used towards transfers (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 \$200 Westfield Gift Card to be used towards meals (for clarity – Westfield Gift Cards can be used anywhere EFTPOS facilities are accepted); and
  - Make-up for the winner and his/her companion by Ashleigh Carpenter on 12/03/2020.

- 12. **Prize Conditions:** Additional spending money, additional 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. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner will be required to present their own credit card at time of accommodation check in.
- 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 the winner (and/or his/her companion) 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 a 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 can be found at <a href="https://www.westfieldgiftcards.com.au/Online">https://www.westfieldgiftcards.com.au/Online</a>. 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.

#### GENERAL

- 15. Incomplete or indecipherable 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. The prize is subject to the standard terms and conditions of individual prize and service providers.
- 18. If for any reason the winner does not take /redeem 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.
- 19. If the prize (or part of the 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.
- 20. Total prize pool value is up to \$4,500.
- 21. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

- 22. 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.
- 23. 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.
- 24. 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 25. The Promoter's decision is final and no correspondence will be entered into.
- 26. 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.
- 27. 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.
- 28. 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; (f) use of a prize; or (g) if a 2020 VAMFF event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.

# PRIVACY

- 29. 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.
- 31. 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.