

## **TERMS AND CONDITIONS FOR “WESTFIELD TELL THEM THANKS” PROMOTION 2020**

1. Information on how to enter and how Scentre Group will donate \$1 per message to Lifeline form these Terms and Conditions. Participation in this “Westfield Tell Them thanks” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Savings Time (AEDST) as the case requires.

### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to Australian and New Zealand residents aged 14 years or over.
3. 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.
4. The following are ineligible: (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

### **PROMOTION PERIOD**

5. This Promotion commences and ends at the time and on the date indicated in Item 1 (**“Promotion Period”**).

### **HOW TO ENTER**

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a) Complete a valid thank you message and supply to be posted to the Tell Them Thanks Message Wall
  - b) For every valid message provided to Westfield Australian Centres for the Westfield Tell Them Thanks message wall campaign, Scentre Group will donate \$1 to Lifeline Australia.
  - c) For every valid message provided to Westfield New Zealand Centres for the Westfield Tell Them Thanks message wall campaign, Scentre Group will donate \$1 to Lifeline New Zealand.

### **LIMITS ON ENTRY**

7. Multiple entries permitted per person, however each entry must be **substantially unique**.

## **COUNT DETAILS**

8. The messages on the walls will be counted at each Westfield Centre's Centre Management Office between November 29 and December 5. The messages will be counted by at least two Scentre Group team members to validate the total number.

## **DONATION NOTIFICATION**

9. The amount of the donation made by the Promoter to Lifeline Australia and/or Lifeline New Zealand for each Westfield Centre will be published on the 'News For Better' story pages on the corresponding Westfield Centre website.

## **GENERAL**

10. Incomplete, indecipherable or illegible entries may be deemed invalid.
11. Entries with inappropriate content will be deemed invalid. The Promoter reserves the right, in its sole discretion, to deem entries invalid and remove such entries without further notice.
12. Entries which contain personal information that may identify an individual, and which therefore will not be placed on the message wall, will still be counted added to the donation pool to Lifeline. The Promoter reserves the right, in its sole discretion, to deem entries invalid and remove such entries without further notice.
13. Total donations to both Lifeline Australia and Lifeline New Zealand is capped at \$AU15,000.
14. 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.
15. The Promoter's decision is final and no correspondence will be entered into.
16. 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.

17. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php). This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
18. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
19. 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.
20. 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

21. In order to conduct this Promotion, the Promoter may be required 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 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.
22. The "Promoter" is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for SCENTRE PROMOTION FUND ABN 79 727 004 194) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: (02) 9358 7000 in conjunction with Scentre (New Zealand) Limited of Level 2, Office Tower, 277 Broadway, Newmarket, Auckland.
23. 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.

### Item 1

Promotion commences

Date: 7-29 November 2020

Promotion ends

Date: 7-29 November 2020