

**“WESTFIELD PLUS REINDEER RESCUE” PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this ‘Westfield Plus Reindeer Rescue’ Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on New Zealand local time.

**ELIGIBILITY**

2. Subject to condition **3** this Promotion is only open to New Zealand residents **aged 18 years or over**.
3. The following are ineligible: (i) employees of the Promoter , the Scentre Group or any of the tenants or retailers in a Westfield Shopping Centre (“**Participating Centre’s**”) 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 **Saturday 14 November** and ends at **11:59PM AEDST on 30 November 2020** (“**Promotion Period**”).

**HOW TO ENTER**

5. At the commencement of the relevant Promotion Period, each Participating Centre (as listed in Annexure A) will publish a promotional post advertising this Promotion (“**Promotional Post**”) on its Facebook profile (as listed in Annexure A).
6. To be eligible to enter, individuals must play the Christmas Reindeer Rescue augmented reality game (“**Game**”) at a Participating Centre on their smart phone device by collecting all the reindeers and then take a photo of the finale moment during the relevant Promotion Period. Upon completing the Game, individuals will be prompted to visit the Participating Centre’s Facebook profile to submit the photo of their finale moment.
7. To enter, individuals must then complete the following steps during the relevant Promotion Period:
  - Visit the Facebook profile of the Participating Centre where they played the Game;
  - Locate the Promotional Post which will be pinned to the top of the feed; and then
  - Publish the photo of their merriest Reindeer Rescue finale moment in the comments section of the Promotional Post.

## LIMITS ON ENTRY

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

## CRITERIA FOR JUDGING

9. This is a game of skill and chance plays no part in determining the winner. All entries will be judged based on the creative merit of the photograph provided. The judging will take place at each Participating Centre by 2 December 2020 at 5:00PM AEDST.
10. Once a provisional winner has been verified by the Promoter, their prize will be available to pick up from concierge within twenty-eight (28) business days of successful verification.

## WINNER NOTIFICATION

11. Provisional winners will be notified by having their names published and tagged in the comments section of the Promotional Post of their entry on 2 December 2020. A provisional winner will only be deemed a winner once verified by the Promoter.

## PRIZES

12. Entries will be divided into the Participating Centres as listed in Annexure A. The best fifty (**50**) valid **entries** selected by each Participating Centre will each win the prize of 1 x Westfield Gift Card valued at \$20.
13. Any ancillary costs associated with redeeming the Westfield Gift Card are not included. Any unused balance of the Westfield Gift Card will not be awarded as cash. Westfield Gift Cards are issued by Scentre (New Zealand) Limited NZBN 9 429 038 137 518. Westfield Gift Card terms and conditions apply. Westfield Gift Cards are only redeemable at accepting retailers. Details of accepting retailers can be found at <https://giftcards.westfield.co.nz/>.

## GENERAL

14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. 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.
16. If for any reason a winner does not take 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.

17. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$5000. (\$1000 per participating centre as listed in annexure A)
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. 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.
21. 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.
22. 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.
23. The Promoter's decision is final and no correspondence will be entered into.
24. 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.

25. 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)** OR the Twitter Terms of Service at <https://twitter.com/tos> OR 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, **Facebook OR Twitter OR Instagram**. Entrants understand that they are providing their information to the Promoter and not to **Facebook OR Twitter OR 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 **Facebook OR Twitter OR Instagram**. **Facebook OR Twitter OR 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.
26. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under consumer protection laws in New Zealand (**“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 its 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.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Scentre Group of companies (including its 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**

28. 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 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 click the "unsubscribe" link at the bottom of any email newsletter you receive or by going to: <https://account.westfield.co.nz/direct-unsubscribe>. 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 <https://www.westfield.co.nz/privacy-policy>. All entries remain the property of the Promoter.

29. The "**Promoter**" Scentre (New Zealand) Limited is the Promoter of this Promotion and its registered office is located at Level 1, Office Tower, 277 Broadway, Newmarket, Auckland.
30. 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.

## ANNEXURE A

### Participating Centres

Participating Centre	State	Facebook Page
Albany	NZ	<a href="https://www.facebook.com/WestfieldNZAlbany">https://www.facebook.com/WestfieldNZAlbany</a>
Manukau	NZ	<a href="https://www.facebook.com/WestfieldNZManukauCity">https://www.facebook.com/WestfieldNZManukauCity</a>
Newmarket	NZ	<a href="https://www.facebook.com/WestfieldNZNewmarket">https://www.facebook.com/WestfieldNZNewmarket</a>
Riccarton	NZ	<a href="https://www.facebook.com/WestfieldNZRiccarton">https://www.facebook.com/WestfieldNZRiccarton</a>
St Lukes	NZ	<a href="https://www.facebook.com/WestfieldNZStLukes">https://www.facebook.com/WestfieldNZStLukes</a>