

TERMS AND CONDITIONS FOR WESTFIELD “HOYTS MOVIE TICKET GIVEAWAY” PROMOTION

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this “HOYTS Movie ticket giveaway” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents. 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 must be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. The following are ineligible to participate: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the Participating Centre (as defined below in condition 5) 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 16/11/2020 and ends at close of business on 29/11/2020, or whilst the number of gifts in the Participating Centre lasts, whichever occurs first (**“Promotion Period”**).

HOW TO CLAIM

5. The Promotion will be conducted at Westfield Penrith (**“Participating Centre”**). A **“Participating Retailer”** means any retailer at a Participating Centre except for any Excluded Retailer. Participating Retailers refers only to takeaway food court, restaurant and café retailers. Refer to participating retailers list on page 5.
6. An **“Excluded Retailer”** means any of the following major and mini major retailers: Myer, Target, Woolworths, Big W, BWS, Aldi, Apple, JB HiFi, Apple, JB HI FI and Best & Less. Excluded retailers extends to but not limited to: All Services, Cinemas, Beauty, Hair, Books, Games, Pharmacy, Perfume, Fresh Food, Fashion, Footwear and Accessory, , Optometrists, Brandspace Pop Up Clients and Jewellery including; Angus & Coote, Bevilles, Goldmark, Gregory Jewellers, Michael Hill, Pandora, Penrith Jewellery, Penrith Watches & Jewellery, Starco, Swarovski, Tims Watches & York Jewellers. An **“Ineligible Transaction”** means any transaction recorded on an invalid receipt, as specified in Clause 7 below.
7. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps:

- a) Spend \$30 or more in one or a combination of Participating Retailers in a single day at the Participating Centre, excluding any Ineligible Transaction (**“Qualifying Spend”**). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers, however, all purchases must be made at the Participating Centre, on one day, during the Promotion Period;
- b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) on the same day as making the Qualifying Spend to the pop up desks located at Hoyts and the Food Terrace and the Concierge desk opposite Myer at the Participating Centre where the Qualifying Spend was made; and then
- c) Sign Westfield Penrith’s Prize Gift Registry with all required fields.

INVALID RECIEPTS

8. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) receipts recording redemption of gift card purchases, store credit, refunds and exchanges; (e) ATM or EFTPOS receipts; (f) credit card or bank statements; and (f) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

GIFTS

9. Subject to the availability of gifts in the Participating Centre as set out in clause 10 below, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the Westfield Concierge Desk at a Participating Centre in accordance with these Terms and Conditions will receive one (1) Hoyts Movie Ticket. Each ticket is valued at \$20.00. Movie tickets are valid for use for 6 months of date of issue (April 2021).
10. The total number of gifts to be provided under this Promotion is 500.
11. 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 Card terms and conditions apply and only redeemable at participating stores. Westfield Gift Cards are issued by Westfield Gift Card Pty Ltd ACN 113 171 663. For a list of current participating stores visit www.westfield.com.au/giftcards.
12. 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 cancel the Westfield Gift Card issued at any time.

GENERAL

13. Each individual is only permitted to make one (1) gift claim per day under this Promotion. Claims must be made on same day as the Qualifying Spend. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter.
14. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimant's (including a claimant'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 claim 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.
15. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
16. The provision of the gift is subject to the standard terms and conditions of individual gift and service providers. If the gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total value of gifts to be provided under this Promotion is up to: \$10,000
18. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
20. The Promoter's decision is final and no correspondence will be entered into.
21. 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 States 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 Westfield 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.

22. 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

PRIVACY

23. In order to conduct this Promotion, the Promoter needs to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. The Promoter 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 claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored at the office of the Promoter. Upon the claimant’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 2, 100 Market Street, Sydney NSW 2000. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view our Privacy Policy, please visit <http://westfield.com.au/au/help/privacy-policy>. All claims remain the property of the Promoter.

24. The “**Promoter**” is Westfield Promotion Fund Management Pty Ltd (in its capacity as The Trustee for WESTFIELD PROMOTION FUND ABN 79 727 004 194) of 85 Castlereagh St, Sydney NSW 2000. Telephone: (02) 9358 7000.

25. List of Participating Retailers

Bakers Café	McDonalds	Top Juice	The Bavarian
Michel's Patisserie	Mumbai Express	Yogurbella	Grill'd
Mrs Fields Bakery	NoodleTime	Café Lelunar	Mad Mex
Ali Baba	North Indian Flavour	Gloria Jeans	Nando's
A-Little Cha	Oporto	Jack Little	San Churro
Atlantic Fish & Chips	Pizza Hut Express	Jamaica Blue	Sittano's Bar & Restaurant
Blue Oasis	Pretzel World	Mr Brightside	Stir Crazy Noodle Bar
Boost Juice	Quik Stix	Nadia's Café	Sushi Bay
Donut King	Roll'd	Rogue Valley	
Gelato Messina	Scoops Penrith	Starbucks Coffee	
Gong Cha	Soul Origin	The Coffee Club	
Happy New Year Chinese Cuisine	Subway	The Coffee Emporium	
Kebab Station	Sushi Bar Jin	The Heritage Terrace Café	
KFC	Sushi Hub	Chilli Jam Thai	
Le Wrap	Sushi Ko	Dosa Hut	