

TERMS AND CONDITIONS FOR "Westfield Plus Kids Pass Fidget Popper Gift With Purchase" PROMOTION

1. Information on how to enter and gifts form part of these Terms and Conditions. Participation in this "Westfield Whitford City **Westfield Plus Kids Pass Fidget Popper Gift With Purchase**" Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on WA local time.

ELIGIBILITY

2. Subject to condition 4, this Promotion is only open to Australian 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 Westfield Whitford City Shopping Centre ("**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 **1 July 2021** and ends at **5:30pm** on **31 December 2021** or while stock of 300 gifts lasts for the campaign, whichever comes first ("**Promotion Period**").

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a. Purchase one or more Kids Passes from the Westfield Innaloo Concierge desk
 - b. Download the new Westfield Application "Westfield Plus" and join if they have not done so already. For clarity, individuals will need to show their Westfield Plus member card to the staff member of the Concierge Desk at Westfield Innaloo at the time of purchase as proof that they have downloaded the Application and become a member. It is a condition of claiming the gift that claimants agree to this requirement.
 - c. Receive one gift per Kids Pass purchased.

LIMITS ON ENTRY

6. Multiple redemptions permitted per person, however, number of gifts received must be no greater than the number of Kids Passes purchased on any given date – ie one (1) Kids Pass will mean a maximum of one (1) fidget popper.
7. Must be redeemed at time of purchase for Kids Pass.

GIFTS

8. The first **300** valid Westfield Plus Members (new or existing), from all valid Members participating, will receive the gift of a fidget popper(s) valued at **AUD \$8.00**.
9. Product/s included as gifts (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the Promoter in its complete discretion. All gifts must be taken as offered.

Commented [AM1]: PLEASE AMEND THIS CLAUSE REFERENCE TO CLAUSE 3 IF ENTRY IS LIMITED TO 18+ AND THE MINORS CLAUSE IS SUBSEQUENTLY REMOVED.

GENERAL

10. Incomplete, indecipherable or illegible entries will be deemed invalid.
11. 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.
12. If for any reason a winner does not take the gift or an element of the gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash.
13. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift of equal value and/or specification, subject to any written directions from a regulatory authority.
14. Total value of gifts is AUD **\$2,400**
15. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. 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.
17. 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.
18. 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.
19. The Promoter's decision is final and no correspondence will be entered into.
20. 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.

21. 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a gift.

PRIVACY

22. 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, gift 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 Whitford City 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.
23. 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 Innaloo Shopping Centre, Centre Management, Ellen Stirling Boulevard, Innaloo, WA 6018