

TERMS AND CONDITIONS FOR “WESTFIELD HELENSVALE’S HALLOWEEN TRICK OR TREAT” 2021 PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in **WESTFIELD HELENSVALE’S HALLOWEEN TRICK OR TREAT” Promotion (“Promotion”)** is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on QLD local time.

ELIGIBILITY

2. Subject to condition **3**, this Promotion is only open to Australian residents **aged 16 years or over**.

PROMOTION PERIOD

3. This Promotion commences on **Sunday 31 October at 10am** and ends at **1pm EST on Sunday 31 October 2021 (“Promotion Period”)** unless stock runs out first.

HOW TO ENTER

4. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - Download the Westfield Plus app from the App or Play store onto their device, or already be a Westfield Plus member.
 - Show their Westfield Plus membership card to the Concierge Desk between 10am and 1pm on Sunday 31 October to redeem the Trick or Treat Map and Adam’s Family Trick or Treat Bag.
 - Westfield Plus members will have their membership cards scanned using the CodeReadR App to verify their membership and approve the giveaway.

LIMITS ON ENTRY

5. The free Trick or Treat Map and Adam’s Family Trick or Treat Bag is exclusive to Westfield Plus members only. Membership cards can only be scanned once during the promotion period. Strict limit of 1 Map and Bag per child. Child must be present to collect.

PRIZES

6. Westfield Plus members who show and scan their membership cards are eligible to receive one Halloween Trick or Treat Map and one Adam’s Family Trick or Treat Bag, per child present. There is a total of 400 bags to be given away, until stocks last. These items cannot be held for participants to collect at a later date. It’s first in, first served.

GENERAL

7. 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 and confirm they are a Westfield Plus member.
8. 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.
9. Prizes are given away until stocks last.
10. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
11. 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.
12. 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.
13. 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.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Any cost associated with accessing the promotional website or app 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.

16. 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.
17. 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

18. 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 Helensvale 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 Westfield Scentre Group Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.

19. 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 Helensvale Shopping Centre, Centre Management, 1-29 Millaroo Drive, Helensvale, QLD 4212.
20. 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.