

TERMS AND CONDITIONS FOR “MR CONSISTENT GIFT WITH PURCHASE” 2022 PROMOTION – WESTFIELD MARION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Week of Offers Mr Consistent Gift with Purchase Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on SA Local time.

ELIGIBILITY

2. Subject to condition **3**, this Promotion is only open to Australian residents **aged 18 years or over**.
3. The following are ineligible: (i) Australian residents under 18 years of age; (ii) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Marion Shopping Centre (**“Participating Centre”**) or any of the Promoter’s agencies that are associated with the Promotion; (iii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iiii) 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 22nd January 2022** 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 Marion (**“Participating Centre”**). A **“Participating Retailer”** means any retailer at a Participating Centre except for any Excluded Retailer.
6. To be eligible to participate in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

~~a)~~

~~b)~~a) Download the free Westfield Plus App to become a Westfield Plus Member;

~~e)~~b) Spend \$50 or more at 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;

~~e)~~c) Visit the Mr Consistent Gift with Purchase redemption desk, located near ALDI, in the Fresh Food Mall on level 1, scan the QR code with their Westfield Plus app and show own original valid receipt(s) to

be stamped, 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 claim a bottle of Mr Consistent Margarita cocktail mix valued at \$30.

e)d) _____ Supply their full name, present valid photograph ID, have full name recorded in prize register and sign prize register upon collection. It is a condition of claiming the gift that claimants agree for their personal information to be used in accordance with the purposes set out in these Terms and Conditions. It is a condition of claiming the gift that claimants agree to this requirement.

INVALID RECEIPTS

7. 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.

LIMITS ON ENTRY

8. Limit of one (1) entry permitted per eligible person per day for the promotional period.

PRIZES

9. The first **120 valid entries**, from all valid entries received, will receive a bottle of Mr Consistent Margarita or Cosmo cocktail mix valued at AUD **\$30 RPP**.

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 a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

13. 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.
14. 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.
15. Total prize pool value is **\$3,600**.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. 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.
18. 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.
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 entrant; 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 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.

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 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

23. 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 Marion 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.
24. 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 Marion, Shopping Centre, 297 Diagonal Road
Oaklands Park, 5046.

25. 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.

