

## **“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.

#### **ELIGIBILITY**

2. Entry is only open to NSW, ACT, VIC, SA, WA and QLD residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

#### **PROMOTION PERIOD**

4. The promotion period is as follows:
  - For all Participating Centres excluding Westfield Tea Tree Plaza, Westfield Marion and Westfield West Lakes: Promotion commences on 7 November 2020 and ends at 11:59PM AEDST on 30 November 2020; and
  - For Westfield Tea Tree Plaza, Westfield Marion and Westfield West Lakes: Promotion commences on 15 November 2020 and ends at 11:59PM AEDST on 30 November 2020.

(each a “**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 finale moment in the comments section of the Promotional Post.

### **LIMITS ON ENTRY**

8. Only one (1) entry is permitted per 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. Each Participating Centre reserves the right to select reserves and record them in order of merit in the event that the person who submitted the original entry that is selected is ineligible or does not claim the prize by 11:59PM AEDST on 20 December 2020.

### **PRIZES**

11. 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 a Westfield Digital Gift Card valued at \$20.
12. To redeem the Westfield Digital Gift Card, individuals must download the Westfield application 'Westfield Plus' to their smart mobile device and register for an account (if they have not done so already). Once the individual has downloaded the Westfield Plus application and registered an account, they will be provided a member ID. By completing this step, individuals agree to the [Westfield Plus Terms and Conditions](https://www.westfield.com.au/terms-and-conditions#westfield-plus-terms-and-conditions) (at <https://www.westfield.com.au/terms-and-conditions#westfield-plus-terms-and-conditions>) and Privacy Statement (at [https://www.westfield.com.au/privacy-policy?\\_ga=2.71845715.1721405505.1593044490-1909099247.1591254068#westfield-plus-privacy-statement](https://www.westfield.com.au/privacy-policy?_ga=2.71845715.1721405505.1593044490-1909099247.1591254068#westfield-plus-privacy-statement)).
13. Any ancillary costs associated with redeeming a Westfield Digital Gift Card are not included. Westfield Digital Gift Cards are valid for 3 years from the date of issue. Any unused balance of a Westfield Digital Gift Card will not be awarded as cash. Digital Gift Cards are issued by Indue Limited ABN 97 087 822 464 (Indue) at the request of Westfield Gift Cards No 2 Pty Limited ACN 130 151 861 (Westfield). Indue is an authorised deposit-taking institution and a member of Visa. Westfield Digital Gift Card terms and conditions apply. Westfield Digital Gift Cards are only redeemable at accepting retailers. Details of accepting retailers can be found at

<https://www.westfield.com.au/terms-and-conditions#digital-gift-card-product-terms-and-conditions>.

## **WINNER NOTIFICATION**

14. 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.
15. The provisional winner notification will request winners to provide the Participating Centre with their email address via Facebook direct message. Provisional winners are required to provide their email address by 11:59PM AEDST on 20 December 2020.
16. Once a provisional winner has been verified by the Promoter, their prize will be emailed to them within twenty-eight (28) business days of successful verification.

## **GENERAL**

17. Incomplete or indecipherable entries will be deemed invalid.
18. 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.
19. If for any reason a winner does not take/redeem a prize by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification.
21. Total prize pool value in each State/Territory is as follows: ACT - \$2,000; NSW - \$15,000; SA - \$3,000; VIC - \$7,000; QLD - \$6,000; and WA - \$4,000.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Entrants consent to the Promoter using their 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.
24. 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.

25. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
26. The Promoter's decision is final and no correspondence will be entered into.
27. Any cost associated with accessing any Participating Centre's Facebook profile 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.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 (including its respective officers, employees and agents) excludes 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.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

30. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (“**Content**”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

31. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
32. 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).
33. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. 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. Facebook 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.

## **PRIVACY**

34. 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 Doncaster 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.
35. The "**Promoter**" is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for SCENTRE PROMOTION FUND ABN 79 727 004 194) of Level 30, 85 Castlereagh Street, Sydney NSW 2000.
36. 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**

<b>Participating Centre</b>	<b>State</b>	<b>Facebook Page</b>
Belconnen	ACT	<a href="https://www.facebook.com/WestfieldBelconnen">https://www.facebook.com/WestfieldBelconnen</a>
Woden	ACT	<a href="https://www.facebook.com/WestfieldWoden">https://www.facebook.com/WestfieldWoden</a>
Bondi Junction	NSW	<a href="https://www.facebook.com/WestfieldBondiJunction">https://www.facebook.com/WestfieldBondiJunction</a>
Chatswood	NSW	<a href="https://www.facebook.com/WestfieldChatswood">https://www.facebook.com/WestfieldChatswood</a>
Kotara	NSW	<a href="https://www.facebook.com/WestfieldKotara">https://www.facebook.com/WestfieldKotara</a>
Parramatta	NSW	<a href="https://www.facebook.com/WestfieldParramatta">https://www.facebook.com/WestfieldParramatta</a>
Penrith	NSW	<a href="https://www.facebook.com/WestfieldPenrith">https://www.facebook.com/WestfieldPenrith</a>
Chermside	QLD	<a href="https://www.facebook.com/WestfieldChermside">https://www.facebook.com/WestfieldChermside</a>
Coomera	QLD	<a href="https://www.facebook.com/WestfieldCoomera">https://www.facebook.com/WestfieldCoomera</a>
Carousel	WA	<a href="https://www.facebook.com/WestfieldCarousel">https://www.facebook.com/WestfieldCarousel</a>
Carindale	QLD	<a href="https://www.facebook.com/WestfieldCarindale">https://www.facebook.com/WestfieldCarindale</a>
Whitford City	WA	<a href="https://www.facebook.com/WestfieldWhitfordCity">https://www.facebook.com/WestfieldWhitfordCity</a>
Garden City	QLD	<a href="https://www.facebook.com/WestfieldGardenCity">https://www.facebook.com/WestfieldGardenCity</a>
Burwood	NSW	<a href="https://www.facebook.com/WestfieldBurwood">https://www.facebook.com/WestfieldBurwood</a>
Hornsby	NSW	<a href="https://www.facebook.com/WestfieldHornsby">https://www.facebook.com/WestfieldHornsby</a>
Sydney	NSW	<a href="https://www.facebook.com/WestfieldSydney">https://www.facebook.com/WestfieldSydney</a>
Tuggerah	NSW	<a href="https://www.facebook.com/WestfieldTuggerah">https://www.facebook.com/WestfieldTuggerah</a>
Marion	SA	<a href="https://www.facebook.com/WestfieldMarion">https://www.facebook.com/WestfieldMarion</a>
Helensvale	QLD	<a href="https://www.facebook.com/WestfieldHelensvale">https://www.facebook.com/WestfieldHelensvale</a>
Warringah	NSW	<a href="https://www.facebook.com/WestfieldWarringah">https://www.facebook.com/WestfieldWarringah</a>
North Lakes	QLD	<a href="https://www.facebook.com/WestfieldNorthLakes">https://www.facebook.com/WestfieldNorthLakes</a>
Tea Tree Plaza	SA	<a href="https://www.facebook.com/WestfieldTeaTreePlaza">https://www.facebook.com/WestfieldTeaTreePlaza</a>
West Lakes	SA	<a href="https://www.facebook.com/WestfieldWestLakes">https://www.facebook.com/WestfieldWestLakes</a>
Hurstville	NSW	<a href="https://www.facebook.com/WestfieldHurstville">https://www.facebook.com/WestfieldHurstville</a>
Liverpool	NSW	<a href="https://www.facebook.com/WestfieldLiverpool">https://www.facebook.com/WestfieldLiverpool</a>
Miranda	NSW	<a href="https://www.facebook.com/WestfieldMiranda">https://www.facebook.com/WestfieldMiranda</a>
Mt Druitt	NSW	<a href="https://www.facebook.com/WestfieldMtDruitt">https://www.facebook.com/WestfieldMtDruitt</a>
Innaloo	WA	<a href="https://www.facebook.com/WestfieldInnaloo">https://www.facebook.com/WestfieldInnaloo</a>
Booragoon	WA	<a href="https://www.facebook.com/WestfieldBooragoon">https://www.facebook.com/WestfieldBooragoon</a>
Eastgardens	NSW	<a href="https://www.facebook.com/WestfieldEastgardens">https://www.facebook.com/WestfieldEastgardens</a>
Knox	VIC	<a href="https://www.facebook.com/WestfieldKnox">https://www.facebook.com/WestfieldKnox</a>
Plenty Valley	VIC	<a href="https://www.facebook.com/WestfieldPlentyValley">https://www.facebook.com/WestfieldPlentyValley</a>
Southland	VIC	<a href="https://www.facebook.com/WestfieldSouthland">https://www.facebook.com/WestfieldSouthland</a>
Doncaster	VIC	<a href="https://www.facebook.com/WestfieldDoncaster">https://www.facebook.com/WestfieldDoncaster</a>
Airport West	VIC	<a href="https://www.facebook.com/WestfieldAirportWest">https://www.facebook.com/WestfieldAirportWest</a>
Fountain Gate	VIC	<a href="https://www.facebook.com/WestfieldFountainGate">https://www.facebook.com/WestfieldFountainGate</a>
Geelong	VIC	<a href="https://www.facebook.com/WestfieldGeelong">https://www.facebook.com/WestfieldGeelong</a>