

TERMS AND CONDITIONS FOR WESTFIELD ST LUKES

“Westfield Albany Elf on the Shelf 12 Days of Hide-and-Seek Competition” FACEBOOK PROMOTION

1. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in this “Westfield Albany Elf on the Shelf 12 Days of Hide-and-Seek Competition” Facebook Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.

WHO CAN ENTER?

2. Subject to condition 3, this Promotion is only open to New Zealand residents aged 13 years or over.

3. The following are ineligible: (i) employees of the Promoter or any of the tenants or retailers in a Participating Centre (as defined in Clause 5 below) or any of the Promoter's agencies or suppliers 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 9am on Saturday 1 December and ends at 11.59pm on Wednesday 12 December 2018 (“**Promotion Period**”). Entries received after this closing time will not be eligible for entry.

HOW TO ENTER

5. The Promotion will be conducted on the following Facebook page:

<https://www.facebook.com/WestfieldNZAlbany/> (“**Participating Pages**”).

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following: Comment on the daily promotional post in accordance with the instructions provided on the Westfield Albany Facebook Page. Entrants that comment on a promotional post on any of the 12 days will enter the draw to win the daily prize for that day. Comment must be posted on the same day as the promotional clue post per instructions provided. Valid entries will have commented with the correct landing spot for The Elf on the Shelf ‘Scout Elf’ that day.

DRAW DETAILS

7. **Prize Draw:** There will be 1 prize winner drawn each day from entries received on the daily posts over the twelve-day promotional period. A list of eligible entries will be downloaded on the next business working day. The Prize Draw will take place at the offices of the Promoter, Level 3, Centre Management Office, 219 Don Mckinnon Drive, Albany. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

INVALID ENTRIES

8. The following entries are not valid entries for the purpose of the Promotion: (a) Comments posted on Facebook outside of the promotional period. (b) Any comments that are inappropriate or could cause offence. (c) Incorrect location of the Scout Elf.

WINNER NOTIFICATION

9. The provisional winner of the Prize Draw will be notified via a reply to their Facebook comment within two (2) business days of the draw. Each provisional winner will only be deemed a winner once verified by the Promoter. The winner must claim their prize by no later than 5pm Monday 17 December 2018. To claim their prize the winner will need to show proof of identification.

PRIZE

10. One (1) Elf on the Shelf® Scout Elf Express Delivers Letters to Santa® pack. There will be 1 prize each day for 12 days. Total 12x Scout Elf Express Delivers Letters to Santa® packs over the twelve day promotional period.
11. The prize pack granted by the promoter will not be changed or altered under any circumstances or requests from the eligible winner.

CLAIMING:

12. The winners must verify their entry, and confirm that they meet the Terms and Conditions of this Promotion with the Promoter, Level 3, Centre Management Office, 219 Don Mckinnon Drive, Albany, Auckland prior to claiming their prize. Arrangements will then be made for collection of the prize. To claim their prize the winner must provide:

- i. Government issued photo identification

GENERAL

13. This promotion is in no way sponsored or endorsed by Facebook.

14. Incomplete, indecipherable or illegible entries will be deemed invalid.

15. The Promoter takes no responsibility for lost or late entries.

16. The Promoter's decision is final on all matters related to this Promotion and no correspondence will be entered into.

17. The Promoter reserves the right to refuse to award any prize to any entrant who the Promoter (in its sole discretion) believes has violated the terms and conditions or gained an unfair advantage in participating in the Promotion or won using fraudulent means.

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

19. The Promoter will not be liable for any prizes that are lost, stolen or damaged and will not replace them.

20. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

21. If for any reason this Promotion is not capable of running as planned by reason of (including, but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion or for any other reason then the Promoter may elect to cancel, terminate, modify or suspend the Promotion. The Promoter reserves the right in its sole discretion to disqualify any entrant who tampers with the entry process.

22. The winners take the prizes at entirely their own risk and indemnify the Promoter and any Suppliers associated with this Promotion in respect of any claim for accident, injury, property damage or loss of life that may incur in connection with the prizes.

23. The Promoter and any Suppliers associated with this Promotion will not be liable for any damage or loss (including but not limited to indirect or consequential loss) arising from personal injury or death or loss, or damage to property which is suffered or sustained in connection with any prize, except to the extent that liability cannot be excluded by law. Nothing is intended to restrict, exclude or modify customers' rights at law against the Promoter or retailers.

24. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of New Zealand Courts.

PRIVACY

25. The Promoter's Privacy Policy (available on the Promoter's website, www.westfield.co.nz, and updated from time to time by publishing an updated version on that website) and these terms and conditions govern the collection, use and disclosure of your personal information by us. You agree that the Promoter may collect, use and disclose your personal information in accordance with the Promoter's Privacy Policy.

26. If an entrant is already a member of the Westfield VIP database, they will continue to receive communications as normal.

27. Entrants may 'unsubscribe' from communications at any time following the Promotion – please refer to our Privacy Policy at westfield.co.nz for information.

28. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event that 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).

PROMOTER DETAILS

29. Scentre (New Zealand) Limited is the Promoter of this Promotion and its registered office is located at Level 3, Centre Management Office, 219 Don Mckinnon Drive, Albany, Auckland.