

TERMS AND CONDITIONS FOR NEW ZEALAND WESTFIELD NEWMARKET “SEND US YOUR FAVOURITE MEMORIES OF WESTFIELD NEWMARKET AND BE IN TO WIN A \$50 WESTFIELD GIFT CARD” PROMOTION

1. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in this “Send us your favourite memories of Westfield Newmarket and be in to win a \$50 Westfield gift card” 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 18 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, de-facto 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. (iv) any fake or doctored images

PROMOTION PERIOD

4. This Promotion commences at 5 pm on 2nd August 2018 and ends at midnight 31st August 2019. Entries received after this closing time will not be eligible for entry. Entrants can enter as many times as they want during this competition period.

HOW TO ENTER

5. The Promotion will be conducted via the Westfield Newmarket Facebook account: www.facebook.com/westfieldNZnewmarket
6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Email their favourite memory(s) to newmarket@scentregroup.com with details of when the image was taken and what the image is.

DRAW DETAILS

Prize Draws: Prize Draws occurring under the following conditions: for all entries received prior to midnight 31st August 2018. This prize draw will take place at the offices of the Promoter, Level 2, Office Tower, 277 Broadway on an on-going basis during August 2018

WINNER NOTIFICATION

9. The provisional winner(s) of the Prize Draw will be notified by email within two (2) business days of the Facebook post. The provisional winner(s) will only be deemed a winner once verified by the Promoter. The winners must claim their prize by no later than two (2) working days following the email of their success.

PRIZES

10. **Prize:** The grand prize consists of 1 x 50 Westfield gift card per memory shared.
11. **Westfield Gift Card Terms and Conditions:** Each Westfield Gift Card will be valid at any Westfield New Zealand shopping centre for 12 months from the date of issue and governed in accordance to the Gift Card terms and conditions available at <https://giftcards.westfield.co.nz>. Westfield Gift Cards can be used at any store at Westfield New Zealand centres or where Westfield Gift Cards are accepted.

Claiming: All winners must verify their entry, and confirm that they meet the Terms and Conditions of this Promotion with the Promoter, Level 2, Office Tower, 277 Broadway, Newmarket, Auckland prior to claiming

their prize. Arrangements will then be made for collection of prizes at the office of the Promoter, Level 2, Office Tower, 277 Broadway, Newmarket, Auckland. To claim their prize the winners must provide:

- i. Government issued photo identification;

GENERAL

Incomplete, indecipherable or illegible entries will be deemed invalid.

The Promoter takes no responsibility for lost or late entries.

12. The Promoter's decision is final on all matters related to this Promotion and no correspondence will be entered into.
13. 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.
14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
15. The Promoter will not be liable for any prizes that are lost, stolen or damaged and will not replace them.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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

21. The Promoter's Privacy Policy (available on the Promoter's website, www.westfield.co.nz/newmarket, 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.
22. If an entrant is already a member of the Westfield VIP database, they will continue to receive communications as normal.
23. Entrants may 'unsubscribe' from communications at any time following the Promotion – please refer to our Privacy Policy at westfield.co.nz/newmarket for information.
24. 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

25. Scentre (New Zealand) Limited is the Promoter of this Promotion and its registered office is located at Level 2, Office Tower, 277 Broadway, Newmarket, Auckland.