

## TERMS AND CONDITIONS FOR “WIN WITH 12 DAYS OF GIFTMAS” PROMOTION AUSTRALIA – Booragoon

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**Win With 12 Days of Giftmas Booragoon Promotion (“Promotion”)** is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on each Participating Centre’s local time.

### ELIGIBILITY

2. Subject to condition 4, this Promotion is only open to Australian residents aged 16 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
4. The following are ineligible: (i) employees of the Promoter, Scentre Group or any of the Promoter’s agencies that are associated with the Promotion; and (ii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

### PROMOTION PERIOD

5. This Promotion commences at **10am AWST** on **01/12/2024** and ends on **2pm AWST** on **12/12/2024** in this Participating Centre (“**Promotion Period**”). The Participating Centre is **Westfield Booragoon** (“**Participating Centre**”)

### HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - Download the Westfield Application (the “**App**”) and register their details and become a Westfield member (if not done so already). Once registered, they will be provided a member ID. The App is available for free download via the App Store or Google Play. By completing this step, individuals agree to the Westfield Terms and Conditions (at <https://www.westfield.com.au/terms-and-conditions#membership-terms-and-conditions>) and the Westfield Privacy Statement (at <https://www.westfield.com.au/privacy-policy#westfield-membership-privacy-statement>);
  - Visit the Participating Centre and locate the Westfield Giftmas Zone (“**Zone**”) near **Sunglass Hut**. There will be one (1) located in this

Participating Centre. The Zone will be accessible during the Promotional Period only and only while manned by Westfield staff ambassadors. See Annexure A for a list of operational hours for this Participating Centre's Zone; and then

- Once in the Zone, open the App and using the App, scan the QR Code at the Zone to reveal if an instant prize has been won or not. Entrants will be notified immediately on the screen of their mobile device if they have won a prize.
- Complete the Promotion prize register entry form as required, including sighting valid Government-issued photo I.D and signature as confirmation of claiming prize.

### **LIMITS ON ENTRY**

7. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements; and (b) a maximum of one (1) entry is permitted per person per day.

### **PRIZE DETAILS**

8. There will be various instant win prizes available to be won in this Participating Centre on each day of the Promotional Period. Refer to Annexure A for a list of instant win prizes available to be won in this Participating Centre, each day of the Promotional Period.
9. All Instant Win Prizes are to be collected within the Zone at the time of winner notification.
10. Any Westfield Gift Cards won as part of the Promotion are subject to the Westfield Gift Card Terms and Conditions found at <https://www.westfield.com.au/terms-and-conditions#gift-card-product-terms-and-conditions>.

### **GENERAL**

11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. 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.
13. If a winner of a prize is under the age of 18 years and it is not appropriate to award a prize to the minor (at the discretion of the Promoter) the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. 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.
15. If any prize (or part of any prize) is unavailable for any reason, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the

prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

16. Total prize pool value in this Participating Centre is up to **AUD\$24315..**
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable, unless otherwise specified.
18. 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.
19. 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.
20. The Promoter is not responsible for any loss suffered by any person that participates in any unauthorised operation or activity that holds itself out to be associated with this promotion in an unlawful manner, including but not limited to scams and phishing expeditions. The Promoter accepts no responsibility for any activities that are not conducted under its express authorisation, to the fullest extent permitted by law.
21. 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.
22. The Promoter's decision is final and no correspondence will be entered into.
23. Any cost associated with accessing the 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.

24. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify any statutory consumer guarantees as provided under consumer protection laws in 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.
26. 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) if the operating hours for the Zone are delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter;
  - (f) any tax liability incurred by an entrant or winner; or
  - (g) use of a prize.

## **PRIVACY**

27. 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 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 <https://account.westfield.com.au/direct-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.

28. The “**Promoter**” is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for SCENTRE PROMOTION FUND (ABN 66 001 671 496) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: (02) 9358 7000.
29. 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

SUN 1 DECEMBER	PRIZE	<b>Lego Wintertime Polar Bears SKU 40571 , or Lego Nutcracker SKU 40640</b>
	PRIZE VALUE	\$19.99 AUD
	QUANTITY	70
MON 2 DECEMBER	PRIZE	Keratase Holiday Gift Set
	PRIZE VALUE	\$175
	QUANTITY	30
TUE 3 DECEMBER	PRIZE	Nespresso Essenza Mini and Aeroccino3 Milk Frother
	PRIZE VALUE	\$309
	QUANTITY	6
WED 4 DECEMBER	PRIZE	<b>Sephora Rare Beauty Stop and Sooth Pen, 5ml</b>
	PRIZE VALUE	\$35.00 AUD
	QUANTITY	40
THU 5 DECEMBER	PRIZE	<b>Clean by Endota Hand and Body Wash 500ml, flavours may vary.</b>
	PRIZE VALUE	\$35.00 AUD
	QUANTITY	65
FRI 6 DECEMBER	PRIZE	<b>Country Road Nico Re-Usable Cup 300ml, colours vary</b>
	PRIZE VALUE	\$34.95 AUD
	QUANTITY	40
SAT 7 DECEMBER	PRIZE	<b>600ml Nike Sports Drink Bottles, colours may vary.</b>
	PRIZE VALUE	\$20.00 AUD
	QUANTITY	72
SUN 8 DECEMBER	PRIZE	Dymocks Ottolenghi
	PRIZE VALUE	\$60

	QUANTITY	30
MON 9 DECEMBER	PRIZE	Games World Finska
	PRIZE VALUE	\$74.99
	QUANTITY	17
TUE 10 DECEMBER	PRIZE	Cocktail kit By Wheel&Barrow
	PRIZE VALUE	99.95
	QUANTITY	15
WED 11 DECEMBER	PRIZE	Shaver Shop Massage Gun
	PRIZE VALUE	\$450
	QUANTITY	8
THU 12 DEC:	PRIZE	<b>Strand AYA Round Coin Purse, colours may vary</b>
	PRIZE VALUE	\$14.99 AUD
	QUANTITY	75

HOURS OF OPERATION	
Sunday, 1 December 2024	11am – 3pm
Monday, 2 December 2024	10am – 2pm
Tuesday, 3 December 2024	10am – 2pm
Wednesday, 4 December 2024	10am – 2pm
Thursday, 5 December 2024	10am – 2pm
Friday, 6 December 2024	10am – 2pm
Saturday, 7 December 2024	10am – 2pm
Sunday, 8 December 2024	11am – 3pm
Monday, 9 December 2024	10am – 2pm
Tuesday, 10 December 2024	10am – 2pm
Wednesday, 11 December 2024	10am – 2pm
Thursday, 12 December 2024	10am – 2pm