

**TERMS AND CONDITIONS FOR “WESTFIELD BURWOOD  
INTERNATIONAL BURGER DAY SPIN AND WIN WESTFIELD PLUS  
PROMOTION 2021/2022**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Burwood **International Burger Day Spin and Win with Westfield Plus**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on NSW local time.

**ELIGIBILITY**

2. 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.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in Westfield Burwood Shopping Centre (“**Participating Centre**”) or any of the Promoter’s agencies 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 on **Saturday 28 May 2022** and ends at **2.00PM AEST/AEDST on Sunday 28 May 2022**. (“**Promotion Period**”).

**HOW TO ENTER**

5. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - a) Sign up to the Westfield Plus app and visit the Westfield Plus spinning wheel located on Ground Level near Bras N Things & scan the QR code on the signage.

**LIMITS ON ENTRY**

6. Limit of one (1) entry permitted per eligible W+ member, per day.

## **PRIZES**

7. After a claimant's claim is validated, the claimant will be directed to the Westfield Plus Spinning Wheel on Ground level, near Bras N things. Subject to the availability of gifts in the Participating Centre as set out in clause 11 below, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the Westfield Plus Kiosk at Westfield Plus in accordance with these Terms and Conditions will receive one (1) spin of the wheel. There will be 12 panels on the wheel which will display the following gifts available:
  - (i) Cheese Emoji: Lolly Hamburger (3)
  - (ii) Burger Emoji: Free McDonalds Cheeseburger Voucher (3)
  - (iii) Tomato Emoji: Burger Keyring (3)
  - (iv) Lettuce Emoji: Burger Pop it (2)
  - (v) Sauce Emoji: W+ Chocolate (1)

Each claimant will then spin the gift wheel and will receive the gift indicated on the wheel.

8. Any ancillary costs associated with redeeming any gift card, food cards or vouchers are not included. Any unused balance of any gift card, food cards or vouchers will not be awarded as cash. Redemption of any gift card, food cards or vouchers is subject to any terms and conditions of the issuer including those specified on the gift card, food cards or vouchers.

## **GENERAL**

9. Multiple claims permitted, subject to the following: (a) each individual is only permitted to make one (1) gift claim per day; and (b) each claim must be submitted separately and in accordance with claim requirements. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter.

The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimant's (including a claimant'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 claim 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.

10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant
11. The provision of the gift is subject to the standard terms and conditions of individual gift and service providers. If the gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification subject to any written directions from a regulatory authority.
12. Total value of gifts to be provided under this Promotion is up to \$2,200.
13. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
14. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
15. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
16. The Promoter's decision is final and no correspondence will be entered into.
17. 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 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 and the Westfield 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.

18. 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.

## PRIVACY

19. 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 Burwood 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.
20. 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 Burwood Shopping Centre, Centre Management, 100 Burwood Road, Burwood, NSW 2134. Telephone: 02 8746 3900.