

TERMS AND CONDITIONS FOR WESTFIELD “MINIONS W-PLUS”

TERMS AND CONDITIONS

1. Information on how to enter and the prize draw form part of these Terms and Conditions. Participation in this “**Minions W-Plus**” (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in AEST.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the Participating Centres 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. (iii) Employees and their immediate families and friends of Seven Network (Operations) Limited, Universal Pictures International Australasia Pty Limited and their associated agencies and companies and any prize suppliers.

PROMOTION PERIOD

4. This Promotion commences on 15/06/2022 and ends at 11:59pm AEST on 30/06/2022 (“**Promotion Period**”).

HOW TO ENTER

5. To enter, individuals must undertake the following steps during the Promotion Period:
 - Visit a Westfield Centre Facebook Page
 - Locate the Minions post and click on the link directing them to the promotional quiz. If the entrant is not a Westfield Plus member, they will be directed to become a Westfield Plus Member to access the quiz;
 - Follow the prompts and input the requested details including their full name, valid email address and their local Westfield Shopping Centre;
 - When prompted, complete the ten multiple choice trivia questions and then answer the promotional question “What Mission would you need the Minions help with”? in 25 words or less;
 - Agree to the Terms and Conditions and the Promoter’s Privacy Policy; and then
 - Submit the fully completed online entry form.It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Westfield database and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

6. Only one (1) entry is permitted per person.

WINNER DETERMINATION DETAILS

7. The judging will take place at 85 Castlereagh St, Sydney 2000 commencing on 07/07/2022. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer to the promotional question.

WINNER NOTIFICATION

8. The winner will be notified by email.

PRIZE

9. The best one hundred (100) valid entry as determined by the judges, will each win a Minion Prize pack valued at \$140. Each Minion Prize pack contains:
 - 1x Minions tote bag
 - 1x Minions phone decal set
 - 1x Minions gel pen set
 - 1x Minions notebook
 - 1x Minions Bum Bag
 - 1x Family pass to see Minions: The Rise of Gru. Family Pass is for 2 adults and 2 children and is redeemable at the cinema within the winner's local Westfield Shopping Centre as indicated on their entry.
10. Winners must show their Westfield Plus member ID to their nominated Westfield Shopping Centre in order to claim their prize.
11. Any ancillary costs associated with redeeming the Family Pass are not included. Any unused balance of the Family Pass will not be awarded as cash. Redemption of the Family Pass is subject to any terms and conditions of the issuer including those specified on the Family Pass.
12. The Family Pass ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject **any** winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
13. Prize details are correct at the date of commencement of this Promotion. Events may occur that render this promotion itself or the awarding of the prize impossible due to unforeseen circumstances or reasons beyond the control of the Promoter or prize provider. In this situation, the prize provider may at its discretion vary or amend the prizes so as to provide reasonable alternative prize and the prize

winners agrees that no liability shall attach to the prize provider or parties connected to the prize provider as a result.

14. The prize provider is Universal Pictures International Australasia Pty Limited.

GENERAL

15. Incomplete or illegible entries will be deemed invalid.

16. 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.

17. The Promoter's decision is final and no correspondence will be entered into.

18. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

19. If a prize (or part of the prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.

20. Prizes, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Prizes may not be sold, offered for sale or used in connection with any other competition or promotion by the prize winner.

21. 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.

22. 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.

23. 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) suspend, terminate or cancel the Promotion, as appropriate.

24. 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.

25. 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
26. Any cost associated with accessing a Participating Centre's Facebook Page or the promotional website containing the entry form is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.

28. 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 the prize.

PRIVACY

29. 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 relevant Participating Centre's 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 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 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 Privacy Policy and applicable laws. To view the Privacy Policy, please visit <http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.
30. 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. Telephone: (02) 9358 7000.
31. 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.

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.
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.