

TERMS AND CONDITIONS FOR “WESTFIELD WHITFORD CITY JUNIOR PAINT & SIP WESTFIELD PLUS MEMBER BONUS GOODY BAG” PROMOTION

1. Information on how to enter and gifts form part of these Terms and Conditions. Participation in this “**WESTFIELD WHITFORD CITY JUNIOR PAINT & SIP WESTFIELD PLUS MEMBER BONUS GOODY BAG**” (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on WA local time.

ELIGIBILITY

2. Subject to condition **4**, this Promotion is only open to Australian residents **aged 16 years or over**.
3. Entrants under 16 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, the Scentre Group or any of the tenants or retailers in Westfield Whitford City 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

5. This Promotion commences at **9:30am** on **4 July 2022** and ends at **5:00pm** on **9 July 2022** or while stock of gifts lasts for the campaign, whichever comes first (“**Promotion Period**”).

HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - a. Purchase a ticket and attend a Junior Paint & Sip workshop at Westfield Whitford City during the promotion period and receive one Westfield Plus bonus goody bag card from the Host
 - b. Download the Westfield Plus Application (the “App”) and register their details and become a Westfield Plus 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 Plus Terms and Conditions (at <https://www.westfield.com.au/terms-and-conditions#westfield-plus-terms-and-conditions>) and the Westfield Plus Privacy

Statement (at <https://www.westfield.com.au/privacy-policy#westfield-plus-privacy-statement> for Australian entrants)

- c. Visit the Westfield Whitford City Concierge desk during the promotion period and surrender the Westfield Plus bonus goody bag card
- d. Open the App, using their mobile device, in centre; and show their in-app Westfield Plus member card to the staff member of the Concierge Desk
- e. Redeem one bonus goody bag per card surrendered. Goody bag includes:
 - i. Pop bracelet x1
 - ii. Pop noodle x1
 - iii. Rainbow lollipop x1
 - iv. Jellybean bag x1

LIMITS ON ENTRY

7. Limit of one (1) redemption permitted per eligible person per promotional day.

GIFTS

8. The first valid Westfield Plus Members (new or existing), from all valid Members participating, will receive one bonus goody bag valued at **AUD\$4.50** per the promotional period.
9. Product/s included in gift package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the Promoter in its complete discretion. All gifts must be taken as offered.

GENERAL

10. Incomplete, indecipherable or illegible entries will be deemed invalid.
11. 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.
12. If a winner of a gift is under the age of 16 years, the gift will be awarded to the winner's nominated parent or guardian on the winner's behalf.
13. If for any reason a winner does not take the gift or an element of the gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash.
14. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Total value of gifts is \$972

16. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. 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.
18. 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.
19. 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.
20. The Promoter's decision is final and no correspondence will be entered into.
21. 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 State 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 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.
22. 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a gift.

PRIVACY

23. 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, gift 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 Whitford City 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.
24. 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 Whitford City Shopping Centre, Centre Management, Corner Marmion and Whitfords Avenue, Hillarys, WA 6025.