

**TERMS AND CONDITIONS FOR WESTFIELD  
CHERMSIDE “CHRISTMAS AFTR DARK” GIFT CARD GIVEAWAY**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this **“WESTFIELD CHERMSIDE CHRISTMAS AFTER DARK GIFT CARD” Offer (“Offer”)** is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer unless specified otherwise.

**ELIGIBILITY**

2. Subject to condition 3, this Offer is only open to Australian residents aged 16 years or over. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians must be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this offer.
3. The following are ineligible to participate: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in a Participating Centre (as defined below in condition 5) or any of the Promoter’s agencies that are associated with the Offer; (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.

**OFFER PERIOD**

4. The Offer will be conducted at **WESTFIELD CHERMSIDE (“Participating Centre”)**. This Offer commences at **5.00pm** on **FRIDAY 20 DECEMBER 2024** and ends **11.00pm** on **FRIDAY 20 DECEMBER 2024 (“Offer Period”)**.

**HOW TO ENTER**

5. 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 Christmas After Dark Zone (**“Zone”**) on **Level 2, under the dome**. There will be one (1) Zone located in this Participating Centre. The Zone will be accessible during the Promotional Period only and only while manned by Westfield staff ambassadors. See the Prize Details Table 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. Entrants will be notified immediately on the screen of their entry has been accepted.
  - Entrants will receive a numbered ticket from the Westfield Ambassadors at the Zone.
  - Westfield Ambassadors will place all corresponding numbered tickets into the entry barrel when entries close and before each draw is drawn. Refer to the table below for entry open and close times.
  - After each draw, the barrel will be emptied before the next draw begins.
  - There will be a total of six (6) draws conducted for this promotion within the Promotional Period.
  - Entries open and close for each draw on the times specified in the table below.

- All draws will take place at the Zone, Level 2, Under the Dome at the time specified in the table below.
- Entrants must be present at the relevant draw to be eligible to win and must show valid photo ID and sign for to claim prize.
- Each drawn entrant will be regarded as a “provisional winner” and subject to confirmation as follows: (i) provisional winners will be announced publicly at the draw, immediately following the relevant draw; and (ii) in the event that a provisional winner who is drawn but is not present at the relevant draw and claim to promoters within ten (10) minutes, they will forfeit their right to the prize and another entrant will be drawn for a maximum of one (1) redraws. After a maximum of one (1) redraws if winner is not present then prize will be forfeited. A provisional winner will only be deemed a valid winner once verified by the Promoter.

### LIMITS ON ENTRY

6. One entry permitted per draw, 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 hourly draw.
7. An entrant can enter multiple draws.

### PRIZE DETAILS

8. There will be six (6) Westfield Gift Card bundles available to be won on the day of the Promotion. Refer to the table below for a list of Gift Card values available to be won at the Participating Centre.
9. All Prizes are to be collected within the Zone at the time of winner notification.
10. 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>.

### PRIZE DETAILS TABLE

Draw #	Prize	Total Draw Value (\$AUD)	Entries open	Entries close	Draw time
1	\$500.00 Westfield Gift Card	\$500.00	5.00pm	5.59pm 20 Dec	6.00pm 20 Dec
2	\$1,000.00 Westfield Gift Card	\$1000.00	6.10pm	6.59pm 20 Dec	7.00pm 20 Dec
3	\$1,500.00 Westfield Gift Card	\$1500.00	7.10pm	7.59pm 20 Dec	8.00pm 20 Dec
4	\$2,000.00 Westfield Gift Card	\$2000.00	8.10pm	8.59pm 20 Dec	9.00pm 20 Dec
5	\$2,500.00 Westfield Gift Card	\$2500.00	9.10pm	9.59pm 20 Dec	10.00pm 20 Dec
6	\$3,000.00 Westfield Gift Card	\$3000.00	10.10pm	10.59pm 20 Dec	11.00pm 20 Dec

The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

### 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 at the time stipulated, then the Promoter reserves the right to one redraw per draw. If the prize is not claimed within the specified timeframe ten (10) minutes, 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 of 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 \$10,500**.
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.