

TERMS AND CONDITIONS FOR “WESTFIELD x JOHNNY BIGG COMPETITION” PROMOTION 2024

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “**WESTFIELD x JOHNNY BIGG COMPETITION**” Promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on AEST/AEDST as the case requires.

ELIGIBILITY

2. Subject to condition **4**, this Promotion is only open to Australian & New Zealand 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, the Scentre Group or any of the tenants or retailers in Westfield Eastgardens, Kotara, Liverpool, Miranda, Mt Druitt, Parramatta, Penrith, Fountain Gate, Geelong, Knox, Carindale, Chermside, Coomera, North Lakes, Mt Gravatt, Carousel, Whitford City, Marion, Tea Tree Plaza, Manukau City, St Lukes, Riccarton and West Lakes Shopping Centres (“**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 on **27 September 2024** and ends at **11:59PM AEST/AEDST on 10 October 2024** (“**Promotion Period**”).

HOW TO ENTER

6. To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
 - i. 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 membership terms and conditions (at www.westfield.com.au/terms-and-conditions#membership-terms-and-conditions) and the Westfield membership Privacy

Statement (at <https://www.westfield.com.au/privacy-policy#westfield-membership-privacy-statement>)

- Open the App, using their mobile device, and locate the promotional article “Win a \$250 Johnny Big Gift Card this Spring”;
- Click on the article and follow the prompts to complete the entry form.

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**.

DRAW DETAILS

8. Entries will be divided into six (6) groups, one (1) per region.
9. The draw will take place at Westfield Doncaster, 619 Doncaster Rd (Cnr Williamsons Rd), Doncaster VIC 3108 at **3pm** on **12 October 2024**. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

10. The provisional winner(s) will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter.
11. Any winner(s) will have their name and postcode published online on the **Westfield app** on **12 October 2024**.

PRIZES

12. The **first valid entry per state** randomly selected, from all valid entries received, will win the prize of a \$250 Johnny Bigg Gift Card valued at AUD\$250/ NZ\$250.
13. Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.

UNCLAIMED PRIZE DRAW

14. A draw for any prize, if unclaimed, may take place on **12 November 2024** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing within two (2) business days of the draw. Any winner(s) will have their name and postcode published online on the **WESTFIELD APP** on **12 November 2024**.

GENERAL

15. Incomplete, indecipherable 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. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. 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.
19. If any prize (or part of any 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 equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is AUD\$1250 & NZ\$250 (6 x \$250 Johnny Bigg Gift Cards).
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Entrants consent to the Promoter using their 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.
23. 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.
24. 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.

25. The Promoter's decision is final and no correspondence will be entered into.
26. Any cost associated with accessing the promotional website 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.
27. 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.
28. 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) any tax liability incurred by an entrant or winner; or
 - (f) use of a 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 Westfield Doncaster, Chermside, Warringah Mall, Sydney or Bondi Junction databases. 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.

30. 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.

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