

TERMS AND CONDITIONS FOR “WESTFIELD KOTARA - GRAB THE GOLD” PROMOTION 2023

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Westfield Kotara Grab the Gold: Olympic/Paralympic Claw Machine” 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. Subject to condition **4**, this Promotion is only open to Australian 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 Kotara 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 on 27 July 2024 and ends at **10pm AEST/AEDST on 1 September 2024 (“Promotion Period”)**. The promotion will only occur on the following days: Saturday 27 July, Sunday 28 July, Thursday 29 August, Saturday 31 August, Sunday 1 September

HOW TO ENTER

6. 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 “**Chance to win \$10k every week**”;
- Click on the article and follow the prompts to complete the entry form.
- Show the completed entry to the staff member.

LIMITS ON ENTRY

7. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements; (b) a maximum of **one (1)** entry is permitted per person **per day**, (c) one entry includes **three (3) plays** on the Claw Machine, or until a prize is won.

PRIZES

8. Entrants can have the opportunity win the following prizes that are available each day randomly within the Claw Machine:

Simon Curwood bracelet x1
 Timezone Plush toy x50
 Event Cinemas Vmax Voucher x18
 Kmart Mixed Sporting Balls x18
 Mixue mixed vouchers x43
 Westfield Drink Bottles x25
 Boost Juice voucher x25
 LUSHgift pack x3
 Lids Cap x1
 Shoes & Sox Drink bottle x12
 Best Body Supplements shaker cup x4

9. 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.
10. Product/s included in prize 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 prizes must be taken as offered.

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, 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 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.

15. 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.
16. Total prize pool value is \$250 per day
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. 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.
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. 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.
21. The Promoter's decision is final and no correspondence will be entered into.
22. 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.
23. 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.

24. 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

25. 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 **Kotara** 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.

26. 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 **Kotara** Shopping Centre, Centre Management,
Corner Park Avenue & Northcott Drive, Kotara NSW 2289

27. 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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