

TERMS AND CONDITIONS FOR WESTFIELD 3D FOR DAD COMPETITION

1 HOW TO ENTER

- 1.1 Instructions on 'how to enter' and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2 WHO CAN ENTER

- 2.1 Entry is only open to residents of NSW, SA, ACT, VIC, QLD, WA.
- 2.2 Employees and their immediate family of: Westfield, retailers and tenants of participating Westfield Shopping Centres, agencies associated with this promotion are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
- 2.3 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 all terms and conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Promotion.

3 HOW TO ENTER

- 3.1 The promotion commences at 9am (AEST) on Friday, 13 August 2010 and entries end close at 5pm (AEST) on Sunday, 5 September 2010 ("Promotional Period").
- 3.2 To enter the promotion, individuals must, during the Promotional Period, complete the following:
- (a) Make a purchase of any Westfield Gift Card valued between \$10 and \$995 (in one transaction) at a Westfield Shopping Centre Concierge Desk ("Eligible Purchase");
 - (b) Input the required information on the entry form available at the Concierge Desk;
Receive validation of the entry form by Concierge staff at the Concierge Desk; and
 - (c) Submit the fully completed entry form into the 'Win 3D for Dad' promotional entry bin located at the Concierge Desk.

OR:

- 3.3 Make an Eligible Purchase online at www.westfield.com/giftcards during the Promotional Period, and then send an email to giftcards@au.westfield.com with the following information:
- (a) Subject title of "Father's Day 2010 Competition Entry"; and
 - (b) Body of email containing their full name; online tax invoice number and their State/Territory of residence.

- 3.3 Multiple entries permitted subject to the following:
- (a) One (1) entry permitted per Eligible Purchase;
 - (b) Each entry is submitted in accordance with entry requirements.
- 3.4 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- 3.5 Incomplete, illegible or indecipherable entries will be deemed invalid.
- 3.6 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.
- 3.7 Entrants must retain their original purchase receipt(s) or a copy of their online tax invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the centre of purchase (if purchase was made in a Westfield Shopping Centre) and that the purchase was made during the Promotional Period.
- 3.8 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.

4 THE PRIZES

- 4.1 Major Prize: There will be two (2) Major Prizes in this promotion. Each Major Prize consists of one (1) Panasonic Viera 50' FHD 3D Neo plasma TV (model number: TH-P50Vt20A), one (1) set of Panasonic wireless receiver speakers (model number: SC-Zt1) & one (1) Blu-Ray disc player (model number: DMP-DB).
- 4.2 The prize is non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash.
- 4.3 The prize is for the promotion winner's use only and cannot be handed / gifted / sold to a third party.
- 4.4 If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 4.5 As a condition of accepting the prize, the winners must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 4.6 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).

- 4.7 The total value of each Major Prize is \$5,597.
- 4.8 The total prize pool is \$11,194.
- 4.9 The prize will be delivered to one Australian address as nominated by the winner. The prize will be delivered as one complete set.

5 THE PRIZE DRAW

- 5.1 The draw will take place at Westfield Gift Cards, Level 16, Westfield Towers, 100 William Street Sydney NSW 2011 at 2pm (AEST) on Monday, 27 September 2010. The first two (2) valid entries drawn will each be awarded one (1) a Major Prize. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

6 NOTIFICATION:

- 6.1 The winners will be notified by mail & email, and their names will be published in The Australian on Friday, 1 October 2010. The Promoter's decision is final and no correspondence will be entered into.

7 UNCLAIMED PRIZE DRAW:

- 7.1 If a prize is not claimed by Monday, 10 January 2011, the promoter reserves the right to draw a new winner(s) at the same time and place as the original draw, subject however to any directions from any relevant state regulation authorities. If this eventuates, the winner(s) will be contacted by mail & email and their names published in the Australian on Monday, 17 January 2011. The Promoter's decision is final and no correspondence will be entered into.

8 LATE ENTRIES:

- 8.1 No responsibility is accepted for late, lost or misdirected entries.

9 LIABILITY:

- 9.1 Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and Panasonic) 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, including, but not limited to, where arising out of the following: (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 a prize.
- 9.2 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 10 VARIATION:
- 10.1 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, 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.
11. PRIVACY:
- 11.1 In order to conduct this promotion, the Promoter needs to collect personal information about each entrant and obtain each entrant's agreement in relation to handling this personal information. If entrants do not provide the information requested, they will not be entered into the promotion. All entries become the property of the Promoter. By entering the promotion, each entrant consents to the information they submit with their entry being entered into a database and the Promoter may use this information for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. All personal details of the entrants will be stored at the office of the Promoter. A request to access, update or correct any information should be directed to that office. Upon the entrants' request, all information provided will be removed from the Promoter's active database. To request details to be removed, please go write to the The Gift Card Office, Attn: The Gift Card Team, Level 16, 100 William Street, Sydney NSW 2011. Information will be removed as soon as reasonably possible in accordance with the Promoter's Privacy Policy and applicable laws.
- 11.2 To view the Promoter's Privacy Policy, please visit:
<http://westfield.com.au/privacy>
12. PROMOTER DETAILS:
- 12.1 The Promoter is The Trustee for Westfield Gift Card Trust ABN 78 407 025 369 of Level 16, 100 William Street, Sydney NSW 2011. Telephone: (02) 9358 7902.
- 12.2 Any questions, comments or complaints regarding the promotion should be directed to the promoter.
13. PERMIT NUMBERS:
- 13.1 This promotion is authorised under the following permit numbers: NSW Permit No. LTPS/10/XXXXX, VIC Permit No. 10/XXXX, ACT Permit No. TP10/XXXXX, SA Permit No. T10/XXXX.