

**TERMS AND CONDITIONS FOR WESTFIELD  
WIN A VIP EXPERIENCE AT THE AUSTRALIAN OPEN WITH THANKS TO  
MASTERCARD PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Win a VIP Experience at the Australian Open with thanks to Mastercard Promotion” (“**Promotion**”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in Australian Eastern Standard time.

**ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to residents of Victoria aged 18 years or over who hold a valid Mastercard.
3. The following are ineligible: (i) employees of the Promoter, the Scentre Group or any of the tenants or retailers in the participating Westfield Shopping Centres 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**

4. This Promotion commences on 31/12/2019 and ends at 11.59pm AEDST on 12/01/2020 (“**Promotion Period**”).

**HOW TO ENTER**

5. To be eligible to enter individuals must purchase a Westfield Gift Card of any value using a valid Mastercard from any Westfield Shopping Centre in Victoria during the Promotion Period (“**Qualifying Purchase**”). Westfield Shopping Centre’s in Victoria include: Airport West, Doncaster, Fountain Gate, Geelong, Knox, Plenty Valley and Southland (“each a “**Participating Centre**”). Online purchases are excluded.
6. To enter, individuals must then visit <https://www.westfield.com.au/competitions/australian-open>, follow the prompts to the promotion entry page, input the requested details including their full name, contact telephone number, valid email address, their suburb of residence, the Participating Centre where they made their Qualifying Purchase and the Qualifying Purchase receipt number and submit the fully completed online entry form during the Promotion Period. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Westfield Gift Cards database and to be used in accordance with the purposes set out in these Terms and Conditions.

## **PROOF OF PURCHASE**

7. Entrants must retain a copy of their purchase receipt(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 Westfield Shopping Centre of purchase and that a Qualifying Purchase was made during the Promotion Period but prior to entry.

## **LIMITS ON ENTRY**

8. Multiple entries are permitted, subject to the following: (i) limit of one (1) entry per Qualifying Purchase; and (ii) each entry must be submitted separately and in accordance with the entry requirements.

## **DRAW DETAILS**

9. Entries will be divided into groups according to the Participating Centre of purchase. There will be one (1) draw for entries received from each Participating Centre (7 in total). The draws will take place at Anisimoff Legal, Suite 5, Erina Plaza 210 Central Coast Highway, Erina NSW 2250 at 10:00am AEDST on 15/01/2020. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or an invalid entrant is drawn.

## **WINNER NOTIFICATION**

10. The provisional winners will be notified in writing by email within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. Winners will have their name and postcode published at [www.westfieldgiftcards.com.au/online](http://www.westfieldgiftcards.com.au/online) commencing on 17/01/2020.

## **PRIZES**

11. The first valid entry drawn from each Participating Centre will each win the prize of a VIP Australian Open Experience for two (2) people valued at up to \$8,600. Each prize is for two (2) people and includes:
  - a. Two (2) x Australian Open Superbox PM (evening) Session Tickets on the 25th January 2020 at Rod Lever Arena;
  - b. All inclusive Food and Beverage Package for two (2) people; and
  - c. Two (2) x Mastercard Gift Bags (one for each traveller).
12. Attendance at the Australian Open Superbox PM Session is subject to the terms and conditions of the ticket issuer. See <https://ausopen.com/conditions-of-sale-entry> for full terms and conditions.

## **GENERAL**

13. Incomplete, indecipherable or illegible entries will be deemed invalid.
14. 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.
15. Prizes are subject to the standard terms and conditions of individual prize and service providers. 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.
16. 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.
17. Total prize pool value is valued up to \$60,200.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. 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.
20. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
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. 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) if the Australian Open match is cancelled, delayed or postponed for any reason beyond the control of the Promoter; (f) any tax liability incurred by an entrant or winner; or (g) use of and/or taking 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 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 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 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 Privacy Policy and applicable laws. To view the Privacy Policy, please visit

<http://westfield.com.au/privacy-policy>. All entries remain the property of the Promoter.

26. The products and services offered under this Promotion are provided solely by Scentre Group and/or the Promoter, under such terms and conditions as determined herein, and Mastercard accepts no liability whatsoever in connection with such products and services.
27. The “**Promoter**” is Scentre Promotion Fund Management Pty Ltd (in its capacity as The Trustee for Scentre Promotion Fund ABN 79 727 004 194) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: (02) 9358 7000.
28. 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.

**WINNERS:**

All winners have been contacted on 17<sup>th</sup> January 2020.

Westfield Fountain Gate: Dean

Westfield Plenty Valley: Rachel

Westfield Geelong: Paula

Westfield Airport West: Sharon J

Westfield Southland: Nicholas

Westfield Knox: Melly