

## **“WIN A BALLY BAG” PROMOTION**

### **HOW TO ENTER**

To enter, individuals must send an email to shine@au.westfield.com with the subject title “Win A Bally Bag Promotion” and the body of the email containing their full name, telephone number and their answer to the promotional question “In 25 words or less tell us what you love about Westfield Shine magazine and why?” so that it is received between 23/08/10 and 11.59pm AEDST on 31/10/10.

### **TERMS AND CONDITIONS**

1. Information 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. Entry is only open to NSW and VIC residents.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
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 will 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.
5. Incomplete or indecipherable entries will be deemed invalid.
6. Only one entry permitted per person.
7. 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.
8. Promotion commences on 23/08/10. Entries close at 11.59pm AEDST on 31/10/10.
9. Winners will be notified by email.
10. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on originality and literary and creative merit of the answer provided to the promotional question.
11. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The best two (2) valid entries, as determined by the judges, will each win a Bally Mae bag valued at \$1,650.
14. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
15. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
17. Total prize pool value is \$3,300.
18. Prizes are not transferable or exchangeable and cannot be taken as cash.

19. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
20. 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with sending the email to the nominated email address is the entrant's responsibility and is dependent on the Internet service provider used.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) 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 the prize.
24. As a condition of accepting the prize, each winner 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.
25. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this information. The Promoter 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. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
26. The Promoter is The Trustee for Westfield Promotion Fund (ABN 79 727 004 194) of Level 20, 100 William St, Sydney, NSW 2011.