

**TERMS AND CONDITIONS FOR WESTFIELD
"BONUS \$20 GIFT CARD FEB 2012" PROMOTION**

1. Information on how to claim and gifts form part of these Terms and Conditions. Participation in this "Bonus \$20 Gift Card Feb 2012" Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents.
3. The following are ineligible: (i) employees of the Promoter, the Westfield 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 30/01/2012 and ends at a participating Westfield Shopping Centre at close of business on 19/02/2012, or whilst the number of gifts in the participating Westfield Shopping Centre lasts, whichever occurs first ("**Promotion Period**").

HOW TO CLAIM

5. The Promotion will be conducted at selected Westfield Shopping Centres as set out in Annexure A ("**Participating Centres**"). The number of gifts that are available in each Participating Centre is set out in Annexure A. "**Participating Retailers**" means any retailer at a Participating Centre except for any Excluded Retailer. An "**Excluded Retailer**" means any of the following major retailers: David Jones, Myer, Target, Coles, Woolworths, Safeway, Big W, Kmart, Kmart Auto, Dan Murphys, BWS, Liquor Land, First Choice, Toys R Us, Aldi, Bi-Lo, Office Works, Harvey Norman, Franklins, Bunnings and Woolworths Petrol. An "**Ineligible Transaction**" means any transaction recorded on an invalid receipt, as specified in Clause 7 below.
6. To be eligible to participate in this Promotion and claim a gift, eligible individuals must, during the Promotion Period, undertake the following steps:
 - (a) Spend the dollar amount specified in Annexure A or more in any single day during the Promotion Period at any of the Participating Retailers at a Participating Centre, excluding any Ineligible Transaction ("**Qualifying Spend**"). For clarity, the Qualifying Spend can be made by multiple purchases at multiple Participating Retailers, however, all

purchases must be made at one Participating Centre, on one day, during the Promotion Period;

- (b) Present their own original valid receipt(s) recording the Qualifying Spend (which must specify the store and date/time of purchase(s)) on the same day as making the Qualifying Spend to the Westfield Concierge Desk at the Participating Centre where the Qualifying Spend was made; and
- (c) Supply their full name and a valid email address to be registered to the Westfield database. It is a condition of claiming the gift that claimants agree to this requirement.

INVALID RECIEPTS

- 7. The following receipts are not valid receipts for the purpose of the Promotion: (a) receipt(s) from non-participating retailers and Excluded Retailers (b) receipt(s) recording bill and car park payments and prescription medicine, mobile phone recharge card, lottery ticket and tobacco and tobacco related product purchases; (c) receipts recording Layby payments except where a Layby is finalised and payment completed during the Promotion Period; (d) ATM or EFTPOS receipts; (e) credit card or bank statements; and (f) receipts that the Promoter has reasonably determined to have been tampered with or have been obtained fraudulently or are a reprint of the original receipts. The same purchase receipt can only be submitted once in the Promotion. The Promoter reserves the right to stamp and/or photocopy each purchase receipt submitted in the Promotion before returning them.

GIFTS

- 8. Subject to the availability of gifts in the Participating Centre as set out in Annexure A, and any limits imposed on the number of gifts that can be claimed by an individual as set out in these Terms and Conditions, each valid claim submitted to the Westfield Concierge Desk at a Participating Centre in accordance with these Terms and Conditions will receive one (1) gift of a Westfield Gift Card valued at \$20.
- 9. Any ancillary costs associated with redeeming the Westfield Gift Card are not included. Any unused balance of the Westfield Gift Card will not be awarded as cash. Westfield Gift Card terms and conditions apply and only redeemable at participating stores. Westfield Gift Cards are issued by Westfield Gift Card Pty Ltd ACN 113 171 663. For a list of current participating stores visit www.westfield.com.au/giftcards.
- 10. If any receipts used in connection with this Promotion are determined by the Promoter to have been obtained fraudulently or are a reprint of the original receipts, the Promoter has the right to cancel the Westfield Gift Card issued at any time.

GENERAL

11. Each individual is only permitted to make one (1) gift claim per day under this Promotion. Claims must be made on same day as the Qualifying Spend. Incomplete, indecipherable or illegible claims will be deemed invalid. Any gifts that remain left over at the conclusion of the Promotion Period will remain the property of the Promoter. Gift recipients will be advised in writing.
12. The Promoter reserves the right, at any time, to verify the validity of claims (including contacting Participating Retailers) and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
14. If the gift is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Total value of gifts to be provided under this Promotion is up to: \$709,200 in NSW; \$54,000 in ACT; \$239,100 in QLD; \$146,000 in SA; \$284,000 in VIC and \$89,000 in WA.
16. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. 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 claimant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
18. The Promoter's decision is final and no correspondence will be entered into.
19. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the guarantees under the Australian Consumer Law or similar 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 Westfield 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.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Westfield 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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.

PRIVACY

21. In order to conduct this Promotion, the Promoter needs to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of claiming a gift that the claimant agrees to being entered into the Westfield database. 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 claimant and for such other purposes as set out in our Privacy Policy. Claimants should direct any request to access, update or correct information to the Promoter. All personal details of claimants will be stored at the office of the Promoter. Upon the claimant'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 our Privacy Policy, please visit <http://westfield.com.au/help/privacy-policy>. All claims remain the property of the Promoter.
22. The "**Promoter**" is Westfield Promotion Fund Management Pty Ltd (in its capacity as The Trustee for WESTFIELD PROMOTION FUND ABN 79 727 004 194) of Level 30, 85 Castlereagh Street, Sydney, NSW 2000. Telephone: (02) 9358 7000.

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