

**WESTFIELD KOTARA'S "SIGN UP TO WIN A \$250 GIFT CARD"
PROMOTION**

TERMS AND CONDITIONS

1. Instructions on how to enter the competition form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Offers only open to NSW residents. Employees (and their immediate families) of Westfield Kotara, Westfield Kotara retailers and tenants and agencies associated with this promotion are ineligible to claim.
3. To be eligible to enter, individuals must sign up to the Westfield E-Mail database via www.westfield.com/kotara/yourwestfield. Registrations must include full details including first name, last name and a valid email address. The prize, drawn monthly, is a \$250 Westfield Gift Card.
4. The Promoter reserves the right, at any time, to verify the validity of claims 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.
5. Multiple entries are not permitted and entrants must join the database within each monthly period to be eligible for consideration of the corresponding month's prize.
6. Promotion commences Midnight on the first day of each month. Claims close at Midnight AEST on the final day of each month i.e. Friday 1 January 2010 – Sunday 31 January 2010 for the first month of promotion, up until December 31 2010. Claimants will be notified of win via email on the first business day at the start of every following month. The Promoter's decision is final and no correspondence will be entered into.
7. In total, 1 X monthly prize will be awarded: a \$250 Westfield Gift Card, each month for a period of 12 months from January to December 2010. The total prize value is \$3 000 henceforth.
8. Any ancillary costs associated with redeeming the Westfield Kotara Voucher are not included. Any unused balance of the Westfield Kotara Voucher will not be awarded as cash. Redemption of the Westfield Kotara Gift Card is subject to any terms and conditions of the issuer including those specified on the Westfield Kotara Voucher.

9. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash.
10. 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
11. 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 claim or offer 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 offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) a gift.
12. The Promoter is The Trustee for Westfield Promotion Fund of Level 24, Westfield Towers, 100 William Street, Sydney NSW 2011, Australia. ABN 55 000 712 710.