

# COMPETITION TERMS & CONDITIONS

## **8 WEEKS, 8 WINNERS, \$25K EACH**

### PARTICULARS

Title	Details
Type of Competition	Game of Chance
Name of Competition	8 Weeks, 8 Winners, \$25K Each
Shopping Centre	Westpoint Shopping Centre, located at: 17 Patrick St, Blacktown NSW 2148
Permit Number	TP/00086
State Competition is being held	New South Wales
Promoter	QIC Limited (ACN 130 539 123) as trustee for QIC Westpoint Trust (ABN 62 081 950 223)
Centre Contact Number	(02) 8825 2400
Privacy	For privacy information please visit: <a href="https://westpoint.qicgre.com/">https://westpoint.qicgre.com/</a>
Competition Period	Start Date: Thursday 13 January 2022 at 09:00 AM (AEST) End Date: Wednesday 9 March 2022 at 06.00 PM (AEST)
Eligibility Restrictions	Entry is only open to New South Wales residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
Entry Method for Eligible Entry	To enter the Competition, the entrant must complete the following steps during the Competition Period: <ul style="list-style-type: none"><li>a) Spend a minimum of \$50 in one or multiple transactions on a particular day at any participating retailer in the centre during the promotional period; and</li><li>b) \$50 spend must be documented in a single day and cannot be combined over multiple days. However qualifying receipts from a single day may be processed on any day during that week of the draw (eg a customer may spend \$50 each on Thursday, Friday and Saturday and enter 3 times on Sunday); and</li><li>c) The validation date and spend printed on receipts must fall within each weekly draw. Each week closes at 6pm on a Wednesday evening to be in the draw for the prize draw each Thursday. Any receipts time stamped after 6pm on a Wednesday will be valid for entry in the following week's giveaway. The exception to this is the final week 8 where all entries close at 6:00pm on Wednesday 9 March 2022; and</li><li>d) Enter the details into the competition microsite via <a href="http://www.westpoint.com.au">www.westpoint.com.au</a></li></ul>
Maximum Number of Entries Permitted	There is no limit on the number of times a Participant may enter the Competition during the Competition Period. Each person can only win one weekly prize.

Entry Form / Information Form Required	Yes
Entry Form / Information Form Collection Location	Via participating retailer QR code, the Customer Service Desk located on Level 3, near Myer located at Westpoint Shopping Centre
Purchase Receipt Validation Required	Yes
Total Prize Pool Value	\$200,000.00 AUD
Number of Prizes	8
Number of Winners	8
Prize Description	The winner will receive: 50 x \$500 Westpoint Gift Cards (Totalling \$25,000) (or any substitute prize of a similar replacement type and value as determined by the Promoter.)
Prize Conditions	The Winner will be issued with 50 x \$500 Westpoint Gift Cards at the time of collecting the prize. Upon collecting the Westpoint Gift Cards, only 10 cards (totalling \$5,000) will be activated and ready to be spent. Subsequent cards will be activated upon request by the Winner (with 48 hours' notice) once the previous cards have been spent, in groups of 10 cards (totalling \$5,000). The Westpoint Gift Cards are only valid in the participating stores in Westpoint Shopping Centre, Blacktown and are not able to be used for online purchases or in any other stores outside Westpoint Shopping Centre, Blacktown. Any ancillary costs associated with redeeming the Westpoint Gift Cards are not included. Any unused balance on any of the Westpoint Gift Cards will not be awarded as cash. Redemption of the Westpoint Gift Cards is subject to the terms and conditions of the issuer including those specified on each Gift Card. A maximum of one (1) only prize can be won during the promotional period.
Draw Dates	One (1) draw on 20 January 2022 at 10:00 AM (AEST); and  One (1) draw on 27 January 2022 at 10:00 AM (AEST); and  One (1) draw on 3 February 2022 at 10:00 AM (AEST); and  One (1) draw on 10 February 2022 at 10:00 AM (AEST); and  One (1) draw on 17 February 2022 at 10:00 AM (AEST); and  One (1) draw on 24 February 2022 at 10:00 AM (AEST); and  One (1) draw on 3 March 2022 at 10:00 AM (AEST); and  One (1) draw on 10 March 2022 at 10:00 AM (AEST); and

Draw Location	At the office of Compco Digital, 3/166 Ramsgate Avenue, Bondi, NSW, 2026.
Method of Drawing Winner(s)	The Promoter will conduct a random computerised draw of all eligible entrants to determine the winner(s).
Notification of Winner(s)	The winner will be contacted by phone or email immediately after the weekly prize draw.
Claimed Prizes: Period Prize Must be Claimed By	21 April 2022 at 05:00 PM (AEST)
Unclaimed Prizes: Period Until Another Prize Winner is Drawn	If despite reasonable efforts the Promoter is unable to locate or contact a Prize Winner within six (6) weeks after a winner is decided, another Prize Winner will be drawn at 10:00am (AEST), six (6) weeks after the last draw date (21 April 2022). Any subsequent winner will be notified in accordance with these Terms and Conditions.
Prize Delivery	Prizes will be available for collection from the Customer Service Desk Located on Level 3, near Myer
Prize Restrictions	As per the below Terms & Conditions of the Competition unless the Prize(s) are a cash prize the prize(s) are not redeemable for cash nor transferrable; and If the Prize is provided by a third party the Prize is subject to any conditions imposed by the relevant provider(s); and The Prize may require booking and completing as specified by the Promoter or by the Prize Provider(s); and The Prize is subject to availability and is subject to any terms and conditions imposed by the relevant provider(s).
Personal Information Required from Participant	Full Name, Phone Number, Email Address, Store where Transaction was made, Post Code, Suburb and Other If other, please specify: Purchase value
Publication Details	Winner(s) of the prize(s) may be published on <a href="http://www.westpoint.com.au">www.westpoint.com.au</a>
Centre's Use of Personal Information	Conducting the Competition or Promotion; Carrying Out Marketing the Competition or Promotions Activities and Adding the Details of the Participant to the Centre Database
If the Prize is a Gift Card (or another Prize which has conditions attached), where can the terms and conditions for the Prize be found	<a href="https://westpoint.qicgre.com/">https://westpoint.qicgre.com/</a>
List of Participating Stores Required	List of Participating retailers in Annexure A.
List of Non-Participating Stores Required	All Causal Mall Leasing Retailers, Office Tower Tenants on levels 5-9 of Westpoint, 12 Round Fitness, 24-7 Fitness, Assistive Technology Australia, Australian Hearing, Aussie Home Loans, Bank Of Queensland, Blacktown Healthcare, Blacktown Medical Imaging, Bupa, Bupa Dental, CBA, Connect Hearing, Credit Union, F45, HCF, Money Pro, My Health

	Medical Centre, NAB, NRMA, Stephen Bali MP, St George Bank, Lotus Foreign Exchange, Westpac, Vibe Health Club
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# TERMS AND CONDITIONS

## Participation in the Competition

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. The Participant may enter the Competition the number of times specified in the Maximum Number of Entries Permitted during the Competition Period.
4. To participate in the Competition, the Eligible Person must during the Competition Period:
  - (a) To enter the Competition, the Eligible Person must complete the Entry Method for Eligible Entry specified during the Competition, Period; and
  - (b) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.
5. For Competitions which include Participating Retailers the Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time.

## The Competition

6. The Competition will be conducted either at the Centre, online at the Centre's website or on the Centre's social media accounts during the Competition Period. The Competition will end on expiration of the Competition Period .

## Eligibility

7. The Competition is only open to Eligible Persons.
8. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## The Prize

9. Each Eligible Entry by an Eligible Person will be entered into the Competition.
10. If a Prize Recipient is under the age of 18 years, the parent or guardian of the Prize Recipient who gave permission for entry into the Competition will be deemed to be a Prize Recipient for the purposes of the Competition.
10. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
11. The Prize Winners **drawn at random** will win a Prize.
12. The draw will take place at the Centre.
13. The Promoter will use reasonable efforts to notify the Prize Winners to arrange delivery or collection of the Prize.
14. If despite reasonable efforts the Promoter is unable to locate or contact the Prize Winner within seven (7) days after a winner is drawn, another Prize Winner will be drawn. Any subsequent winner will be notified in accordance with these Terms and Conditions.
15. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's website and/or Facebook account and/or Instagram account(s).
16. A Participant claiming to be a Prize Winner will be required to provide proof of identity.
17. The Promoter's decision as to the winner of the Prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
18. The Prizes are subject to the conditions relating to the use of the Prize (including validity period) which can be obtain directly from the Prize provider. Where the use of the Prize is subject to the terms and conditions of a Prize provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

## Other General Terms

19. All Competition entries are the property of the Promoter.
20. Each Participant:

- (a) presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
  - (b) warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and
  - (c) voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.
21. The Prize Winner consents to the Promoter using their name, likeness, image and voice for an unlimited period and without remuneration for marketing and publicity use, if requested by the Promoter.
  22. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
    - (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
    - (b) any personal injury suffered or sustained,
 during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
  23. Each Participant indemnifies and keeps indemnified the Promoter Entities and Facebook and Instagram against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.
  24. If this Competition 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 and subject to any written directions from a regulatory authority (if any) to:
    - (a) disqualify any Participant; and/or
    - (b) modify, suspend, terminate or cancel the Competition as appropriate.
  25. The Competition is not sponsored, endorsed, administered by, or associated with, Facebook or Instagram. The Participant agrees that Facebook or Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Facebook and Instagram to the full extent permitted by law.
  26. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Facebook or Instagram.
  27. If for any reason any aspect of this Competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries, or suspend or modify a Prize.

## Privacy

28. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Competition, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's full name, Facebook account and/or Instagram name.
29. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of adding the Participant's details to the Centre's database.
30. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Competition in particular and in general for notification and promotion of Prizes.
31. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
32. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter.
33. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
34. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at the Centre's website.

35. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

## **Definitions**

**"Centre"** means the Centre specified.

**"Competition"** means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.

**"Competition Period"** means the period specified.

**"Eligible Entry"** means an entry which complies with the requirements of clause 3.

**"Eligible Person"** means an individual who:

- (a) is a resident of the relevant state/territory the Centre is located within;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (c) is not a Non-Eligible Person; and
- (d) submits an Eligible Entry.

**"Eligible Transaction"** means a transaction made by an Eligible Person who makes a purchase at a Participating Retailer during the Competition Period. For the avoidance of doubt, payment for services (e.g. electricity, gas, telephone), registrations (e.g. motor vehicle registration), premiums (e.g. insurance and health fund premiums), rates, electronic receipts (on phones) or 'click and collect' (online purchases), subscriptions, medical and cosmetic services, TAB, liquor and cigarette purchases, deposits or payments to financial institutions or any similar payments (including payments made to Australia Post, lay-by transactions, newsagency and lotteries purchases) will not qualify as an Eligible Transaction.

**"Intellectual Property Rights"** means all intellectual property rights, including copyright and any right to keep confidential information confidential.

**"Materials"** means written materials provided by the Participant pursuant to the Competition.

**"Moral Rights"** means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.

**"Non-Eligible Person"** means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

**"Participant"** means any person who participates in the Competition.

**"Participating Retailer"** means the retailers included in the list of Participating Retailers.

**"Prize"** means the Prize or any substitute Prize of a similar replacement type and value as determined by the Promoter. Entrants may only win one (1) Prize.

**"Promoter"** means the owner of the Centre.

**"Promoter Entities"** means the Promoter, all associated companies, advisors and agencies and all those entities' personnel including social media companies Facebook and Instagram.