

WESTPOINT
Spoil Dad Silly
Free Gift With Purchase Promotion

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entrants are only open to Australian residents aged 18 years or over.
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 1st cousin.
4. The Promotion Period begins at 9:00 am on Monday 25 August 2025 and closes at 5:00 pm on Sunday 7 September 2025 or when the prize allocation is exhausted, whichever occurs first.
5. To be eligible, individuals must complete the following steps during the Promotional Period:
 - a. Complete all the fields on the form and submit to the centre database; and
 - b. Make one or more purchases of \$80 that are Eligible Transactions.
An "Eligible Transaction" is a transaction made by an entrant who makes a purchase at a Participating Retailer during the Promotion Period, but does not include: 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), each of which will not qualify as an Eligible Transaction.
 - c. Show the confirmation screen and receipt to the Customer Service Desk on Level 3 to receive their gift collection voucher.
 - d. Present the Gift Collection Voucher to a team member in Plot Clothing retailer to pick up their gift.
6. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. 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.
9. There are a total of 1,500 prizes as follows: (300 x baseball caps, 1200 x socks). The beach towels will only be provided in the instance that the socks are not in stock. A prize winner is limited to a maximum of 3 prizes per day.
10. The Promoter's decision is final, and no correspondence will be entered into.
11. Promotion Prize or "prize" includes 1 of the following; a stylish baseball cap or a handy 3-pack

of socks or a vibrant beach towel. The prizes will be allocated randomly and cannot be chosen by the customer.

12. Any ancillary costs associated with redeeming the Promotion Prize are not included. Any unused balance of the Promotion Prize will not be awarded as cash. Redemption of the Promotion Prize is subject to any terms and conditions of the issuer including those specified on the Promotion Prize.
13. If the winner of any Promotion Prize is under the age of 18 years, the Promotion Prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. If any Promotion Prize (or part of any Promotion Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Promotion Prize (or that part of the Promotion Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Total Promotion Prize pool value is \$26,985 (including GST).
16. The Promotion Prize, or any unused portion of a Promotion Prize, are not transferable or exchangeable and cannot be taken as cash.
17. If a Promotion Prize is provided to the Promoter by a third party, the Promotion Prize is subject to the terms and conditions of the third-party prize supplier and the provision of the Promotion Prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Promotion Prize at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Promotion Prize, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. The Promotion Prize must be redeemed by the end of the promotion period.
19. 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.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
21. The use of any automated entry software or any other mechanical or electronic means that allows entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
22. Nothing in these Terms and Conditions limits, excludes, or modifies 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 States and Territories of Australia ("Non- Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not

responsible for and 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: (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 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) use of/taking of a prize.

24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.haben.com.au/privacy-policy>.
25. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
26. The Promoter is: the trustee for The Haben Retail Management Unit Trust ABN 91 873 552 898 C/- Westpoint, 17 Patrick Street, Blacktown NSW 2148.