

WestPoint Shopping Centre (Centre)
Botanical Buddies Treasure Hunt Promotion
Terms and Conditions

Participation in the Promotion

1. By participating in the Promotion, the Participant agrees to these Terms and Conditions.
2. To participate in the Promotion, the Participant must be an Eligible Person who submits an Eligible Entry during the Promotion Period.
3. Eligible Persons may enter the Competition once only during the Competition Period.
4. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) Collect a map from the Botanical Buddies Lab on Level 2 in the Centre between 10am and 2pm daily and follow the clues on the map to find the hidden code word locations around the Centre. Write down all five code words of the locations ("**Eligible Entry**") and head to the Botanical Buddies Lab between 10am and 2pm to redeem the Gift; 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. Information on the Eligible Entry Form also forms part of these Terms and Conditions.

The Promotion

6. The Promotion will be conducted in the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period or earlier once all Gifts have been given away.
7. **Eligibility**
8. The Promotion is only open to Eligible Persons.
9. 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 Gift

10. There will be two thousand (2000) Gifts and two thousand (2000) recipients of a Gift (**Gift Recipients**).
11. If a Gift Recipient is under the age of 18 years, the parent or guardian of the Gift Recipient who gave permission for entry into the Promotion will be deemed to be a Gift Recipient for the purposes of the Promotion.
12. The Gifts are not transferable, refundable or exchangeable and cannot be taken as cash.
13. The first two thousand (2000) Eligible Entries to redeem will receive a Gift.

Other General Terms

14. All Promotion entries are the property of the Promoter.

15. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (c) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (d) any personal injury suffered or sustained, during the course of participating in this Promotion or using the Gift, except for and to the extent that any liability cannot be excluded by law.
16. Each Participant indemnifies and keeps indemnified the Promoter Entities 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 Promotion or the use of the Gift by the Participant.
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, 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 Promotion as appropriate.

Privacy

18. 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 Promotion, the Participant may be required to provide the Promoter with personal information about them such as the Participant's full name.
19. The Promoter may collect, use and disclose the personal information which the Participant has provided the purpose of carrying out the Competition for notification and promotion of Prizes.
20. By entering the Promotion, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
21. 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 on **(02) 8825 2400**.
22. 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 on **(02) 8825 2400** 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.

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23. 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 www.westpoint.com.au.
24. 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 on **(02) 8825 2400** 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 WestPoint Shopping Centre located at 17 Patrick Street, Blacktown NSW 2148.

“Eligible Entry” means an entry which complies with the requirements of clause 4.

“Eligible Person” means an individual who:

- (a) is a resident of New South Wales;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Promotion;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

“Gift” means one (1) of two thousand (2000) Kids Gardening Gloves valued at \$4.95 each or any substitute Gift of a similar replacement type and value as determined by the Promoter.

“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 Promotion.

“Promoter” means the owner of the Centre, QIC Limited CAN 130 539 123 atf QIC WestPoint Trust, Level 5, Central Plaza II, 66 Eagle Street, Brisbane Qld 4000.

“Promoter Entities” means the Promoter, all associated companies, advisors and agencies and all those entities' personnel.

“Promotion” means the opportunity to go into the draw to attempt to receive a Gift in accordance with these Terms and Conditions.

“Promotion Period” means the period from 10:00am on 28 September 2019 to 5:00pm on 13 October 2019.