

Westpoint Shopping Centre (Centre)
QIC GRE Kids Club Research Competition
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. Eligible Persons may enter the Competition of once only during the Competition Period.
4. To enter the Competition, the Eligible Person must during the Competition Period:
 - (a) upon receipt of the email from the Promoter, complete the survey and provide details of the Eligible Person's full name, address, telephone number and/or email address and postcode (**Eligible Entry Form**); 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 email forwarding the survey also forms part of these Terms and Conditions.

The Competition

6. The Competition will be conducted online at www.westpoint.com.au 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. There will be five (5) Prize and five (5) winners of a Prize (**Prize Winners**).
10. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
11. The first five (5) Eligible Entries drawn at random will win a Prize.
12. The draws will take place at 11:00am on 6 November 2018 at QIC GRE Head Office.
13. If a Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be the Prize Winner for the purposes of the Competition.
14. The Promoter will use reasonable efforts to notify a Prize Winner by telephone and/or email. The Prize Winner

must make contact with the Promoter by phone or email to marketing@westpoint.com.au to arrange delivery or collection of the Prize

15. If despite reasonable efforts the Promoter is unable to locate or contact a Prize Winner within one (1) day after the winner is decided, another Prize Winner will be drawn at 11:00am on 7 November 2018 at the QIC GRE Head Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
16. 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.
17. A Participant claiming to be a Prize Winner will be required to provide proof of identity.
18. The Promoter's decision as to a 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.
19. The Prize is subject to the conditions relating to the use of the Prize (including validity period) which can be viewed on the email initially forwarded to the Participant with the survey.

Other General Terms

20. All Competition entries are the property of the Promoter.
21. 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.
22. 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 Competition or the use of the Prize by the Participant.
23. 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.

Privacy

24. 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

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use or disclose it. If a Participant chooses to enter or take part in the Competition, the Participant will be required to provide the Promoter with personal information about themselves such as the Participant's name, address, telephone number, email address and postcode.

25. The Promoter will collect, use and disclose the personal information which the Participant has provided for the following purposes:
- (a) carrying out the Competition (including as described in clause 16 in particular and in general for notification and promotion of Prizes);
 - (b) carrying out marketing and promotions activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about future Competition or promotional events (which may be undertaken by the Promoter or any other person or organisation to which the Promoter discloses the personal information (including contractors) for the purposes of assisting the Promoter to do this; and
 - (c) for research on the Kid's Club.
26. 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.
27. 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 0413 955 312.
28. 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 0413 955 312 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.
29. 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.
30. 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 0413 955 312 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.

"Centre" means Westpoint Shopping Centre located at 17 Patrick Street, Blacktown NSW 2148

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

"Competition Period" means the period from 9:00am on 15 October 2018 to 11:59pm on 28 October 2018.

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

"Eligible Person" means an individual who:

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

"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.

"Prize" means one (1) of five (5) Gift Cards valued at \$100.00 or any substitute prize of a similar replacement type and value as determined by the Promoter.

"Promoter" means the owner of the Centre, QIC Limited ACN 130 539 123 atf QIC Westpoint Trust, Level 5, Central Plaza 2, 66 Eagle Street, Brisbane Qld 4000.

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

Definitions