

**Westpoint Shopping Centre (Centre)
Kids Eat Free 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 makes an Eligible Transaction during the Promotion Period.
3. Participants must keep their original receipt or tax invoice from a Participating Store as proof of purchase.
4. There is no limit to the amount a time a Participant may enter during the Promotion Period. The Participant is only entitled to receive one (1) Gift per token during the Promotion Period.
5. To enter the Promotion, the Eligible Person must during the Promotion Period:
 - (a) collect a "Kids Eat Free" token from a promotional booth in the Centre; or the Take One Stands in the Centre; or the Customer Service Desk; and
 - (b) hand in the "Kids Eat Free" token when spending a minimum of \$10.00 or more in one transaction at a Participating Retailer in the Centre to receive a free kids meal (from the Participating Retailer) ("**Eligible Entry**");
 - (c) 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.
6. The Promoter (in its sole discretion) has the right to add or to remove from the list of Participating Retailers at any time.

The Promotion

7. The Promotion will be conducted within the Level 1 Dining Precincts, Level 3 Dining Precinct and Level 4 Dining Precinct in the Centre during the Promotion Period. The Promotion will end on expiration of the Promotion Period.
- 8. Eligibility**
9. The Promotion is only open to Eligible Persons.
10. 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

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.

Other General Terms

13. All Promotion entries are the property of the Promoter.
14. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (d) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (e) 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.
15. 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.
16. 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

17. 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 themselves such as the Participant's postcode.
18. The Promoter will collect, use and disclose the personal information which the Participant has provided the purpose of:
 - (a) carrying out the Promotion; and
 - (b) carrying out marketing and promotional activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Participant about future Promotion 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.
19. 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.
20. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in

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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**.

21. 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.
22. 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.qicgre.com.
23. 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 5.

"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.

"Eligible Transaction" means an Eligible Person must spend a minimum of \$10.00 or more at a Participating Retailer to redeem a "Kids Eat Free" token during the Competition. 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, subscriptions, 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.

"Gift" means one (1) "Kids Eat Free" token per \$10.00 spent at a Participating Retailer.

"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.

"Participating Retailer/s" means The Coffee Emporium, Pizza Hut Express, Oceania Fish and Chips, Subway, Soul Origin, Mater Rolls, Yummy Tummy, Istanbul Turkish Kebab, Gozleme King, Roll'd, Donut King, Café Le Lunar, Isabelle's Ice Cream and Frozen Yoghurt, Le Wrap, Coffee Club, Sushi Hub, Atlantic Fish & Chips, Oporto, Orient Express Noddle Bar, Gloris Jeans, McDonald's, Burger Doctor, Hi Thai, Kou Ramen and Zone Bowling.

"Promoter" means the owner of the Centre, QIC Limited ACN 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 9:00am on 6 July 2020 to 11:59pm on 31 August 2020.