

WESTFIELD'S SHOPPER SATISFACTION SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING

Sweepstakes begins May 8, 2008 and ends November 14, 2008

1. **How to Enter: No purchase necessary.** Beginning on May 8, 2008, you may enter Westfield's Shopper Satisfaction Sweepstakes to win an **APPLE IPHONE®**. You may enter the Sweepstakes by (a) completing a Westfield Shopper Satisfaction Survey Form ("*Survey Form*") at (i) the concierge desk at any of the participating **WESTFIELD** shopping centers; or (b) by completing the Survey Form online, or (c) sending a request for the Survey Form, along with a self-addressed envelope, to *Westfield Shopper Satisfaction Survey* at the address indicated at Paragraph 12, below. A **purchase** of any commodities or other product **will not improve** an entrant's chances of winning. There will two (2) Sweepstakes drawings, one on August 15, 2008, and the second on November 21, 2008 ("*Contest End Date*"). Survey Forms completed and entered by August 8, 2008, will be eligible for the August 15th drawing *only*; and entries made between on or after August 9, 2008, through November 14, 2008, will be eligible for the November 21st drawing *only*.

1.1. **Participating Shopping Centers.** Westfield San Francisco Centre (California); Westfield Century City (California); Westfield UTC (California); Westfield Old Orchard (Illinois); Westfield Garden State Plaza (New Jersey); Westfield Citrus Park (Florida)

2. **Eligibility.** This Sweepstakes is open to persons aged 13 years or older at time of entry, and who are legal residents of, and reside and are physically located, in the States of California, Florida, Illinois, and New Jersey. Employees of **THE WESTFIELD GROUP** ("*Sponsor*") and/or any of its affiliates, distributors, subsidiaries, retailers, sales representatives, suppliers, participating vendors, promotion or advertising agencies, or any other company involved with the design, production, execution or distribution of the Sweepstakes and each of their respective officers, directors and employees (collectively hereafter referred to as the "*Patrons*"), as well as the members of the Patron's immediate families (spouses, parents, children, siblings and their spouses), regardless of where they live, and those living in the same household, are ineligible to enter or participate in this Sweepstakes or win a prize. This Sweepstakes is subject to all federal, state and local laws and regulations. Void anywhere outside the States of California Florida, Illinois, and New Jersey, or where pro-

hibited, taxed or restricted by law. Sweepstakes eligibility is limited to one entry per family

2.1. **Copies of Rules.** Copies of these Official Rules may be obtained at the Sponsor's Home Page ([http://www.westfield.com/Center Name/](http://www.westfield.com/Center_Name/)) (the "*Website*"), or by sending a self-addressed stamped envelope marked "Official Rules" to *Westfield Shopper Satisfaction Survey* at the address indicated at Paragraph 12, below.

3. **How to Win – Odds of Winning.** All eligible persons who complete and timely submit a Survey Form will be entered into one of the Sweepstakes, depending upon the date of submission of the Survey Form. There will two (2) Sweepstakes drawings, one on August 15, 2008, and the second on November 21, 2008.

3.1. **August 15, 2008 – Sweepstakes Drawing.** Survey Forms that are completed and entered by August 8, 2008, will be eligible for the August 15th drawing *only*. The names of all qualified persons submitting a completed Survey Form by August 8, 2008, will have their names entered for the August 15th drawing. A Winner will be selected in the random drawing to be conducted on August 15, 2008, from among all eligible entries received by the Sponsor up to and including August 8, 2008. The Winner need not be present at the time of the August 15th drawing to win. The Winner from the August 15th drawing will be notified on or before August 22, 2008, by telephone and/or email.

3.2. **November 21, 2008 – Sweepstakes Drawing.** Survey Forms that are completed and entered between August 9, 2008 and November 14, 2008, will be eligible for the November 21st drawing *only*. The names of all qualified persons submitting a completed Survey Form on or after August 9, and by November 14, 2008, will have their names entered for the November 21st drawing. A Winner will be selected in the random drawing to be conducted on November 21, 2008, from among all eligible entries received by the Sponsor. The Winner need not be present at the time of the November 21st drawing to win. The Winner from the November 21st drawing will be notified on or before November 28, 2008, by telephone and/or email. Survey Forms submitted on or before August 8, 2008, will **not** be eligible for the November 21, 2008, random drawing.

3.3. **Sweepstakes Odds:** Odds of winning depend on the number of timely, correct, eligible entries received by each of the respective drawing dates.

3.4. **Winner Disentitlement.** In the event that the winner of either drawing is disqualified, for any reason, or chooses not to be the Sweepstakes winner, then a subsequent random drawing promptly will be conducted to select a derivative winner from among all remaining timely, eligible entries received by the Sponsor. The derivative winner, as the result of any subsequent drawing, need not be present to win. Within three (3) business days of the subsequent drawing the derivative winner will be notified by telephone, mail and/or email of her/his selection of as the Sweepstakes winner. Should the derivative winner be disqualified or forfeit, then a tertiary winner will be selected using essentially the same procedures as employed by the Sponsor to select the original or derivative winners.

4. **Prize.** Two (2) **APPLE IPHONES®** in this Sweepstakes. Each of the two Sweepstakes winners shall receive an iPhone® (or a voucher to redeem an iPhone®) with a verifiable retail value of **THREE HUNDRED NINETY-NINE AND NO/100 U.S. DOLLARS** (\$399.00). [Any voucher must be redeemed within ninety (90) days of the date of issuance. If not timely redeemed, the voucher will expire and no longer be valid.] **Approximate Prize Value:** The aggregate, verifiable retail value of the two (2) prizes to be awarded in this Sweepstakes is **EIGHT HUNDRED AND NO/100 U.S. DOLLARS** (\$800.00). The Sponsor reserves the right to substitute a prize of equal or greater value. No prize may be assigned, transferred, changed, exchanged, substituted or redeemed for cash.

5. **How to Claim Prize.** The winner must return, within ten (10) business days after a notification attempt by the Sponsor, an Affidavit of Eligibility & Liability/Publicity Release (“*Release*”) personally signed by the winner. Failure of a prize winner to return or deliver the executed Release within the time period specified, or non-compliance with these Official Rules, or inability to notify the winner will result in that Contestant’s (any reference to “*Contestant*”) also includes the prize winner) disqualification and forfeiture of her/his prize, and an alternate winner will be selected from remaining eligible entries. If a potential winner cannot be reached after a reasonable effort has been exerted, if s/he is found to be ineligible, s/he cannot or does not comply with these Official Rules, or if her/his or prize notification is returned as undeliverable, such person will be disqualified and an alternate prize winner may be selected at the Sponsor’s sole discretion. No prize will be awarded until the Release form is received by the Sponsor. The winner will be required to provide the Sponsor with her/his telephone number, and complete name and current postal mailing address. No winner will be qualified until her/his entry submission is validated. **EACH OF THE PRIZ-**

ES (OR VOUCHERS) MUST BE CLAIMED BY 5:00 PM (PACIFIC TIME) WITHIN THIRTY (30) DAYS AFTER THE APPLICABLE DRAWING.

6. **Sweepstakes Restrictions.** Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and/or use of the prizes not specifically stated herein are the sole responsibility of each Contestant. **EACH WINNER (YOU) MUST PAY ANY EXPENSES IN ORDER TO USE THE PRIZES IN THIS CONTEST.** Patrons will not replace any lost or stolen prize. Patrons are not responsible for any winner’s use of any prize after it has been delivered to a prize winner. Each Sweepstakes entry must be submitted by the attributable Contestant.

7. **General Conditions.** Subject to applicable law, the Sponsor reserves the right to change these rules at any time. At the sole discretion of the Sponsor, all entries are subject to verification. Except in the event of disqualifications, no more than two (2) Winners will be selected.

7.1. **Contestant Warranties and Representations.** Each Contestant irrevocably grants to Patrons the worldwide, royalty-free, non-exclusive, sub-licensable, unconditional, perpetual and transferable right and license to use the Contestant’s name, likeness and biographical information, for advertising, promotional or commercial purposes, including without limitation, on or in connection with the Website, the Sweepstakes, or other promotions conducted by the Sponsor, and each such Contestant hereby releases the Sponsor and the Patrons from any liability with respect thereto.

7.2. **Errors, Malfunctions, Etc. / Fraud / Tampering.** The Patrons are not responsible for lost, late, incomplete, damaged, misdirected, or illegible entries; or miscommunications or other errors or malfunctions of any kind whatsoever whether, human, mechanical, electrical, electronic or otherwise. **ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE (INCLUDING THE WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** *All entries become the property of the Sponsor and may not be acknowledged or returned.*

7.3. **Official Rules are Final and Binding.** By entering this Sweepstakes, Each Contestant acknowledges that s/he has read and understands these Official Rules and fully and unconditionally accept and agrees to be bound by these Official Rules, and acknowledges compliance with them including, without limitation, eligibility requirements and by the decisions of the Sponsor. **FAILURE TO COMPLY WITH THESE OR ANY OTHER OFFICIAL RULES WILL RESULT IN DISQUALIFICATION.** Any Con-

testant disputing these Official Rules shall be disqualified. *All decisions of the Sponsor are final and binding on all matters relating to this Sweepstakes.*

7.4. Disqualification. The Sponsor reserves the right to disqualify any Contestant at any time as determined in the Sponsor's sole discretion, should such person at any stage of the Sweepstakes: (a) fail to comply with these Official Rules; (b) supply any untruthful, inaccurate or misleading personal details and information; (c) refuse or fail to provide proof of identity and/or eligibility if requested by the Sponsor at any time; (d) use technology to gain an unfair advantage over any other Contestant; (e) engage in unlawful conduct or misconduct, including without limitation, harming or threatening to harm any other Contestant or Patrons' personnel, exercising violent behavior, or potential or actual cheating; and (f) purposely impede the work of Patrons and/or the implementation of the Sweepstakes. *The disqualification of a Contestant shall be final and not subject to appeal or review for any reason whatsoever.*

7.5. Construction of Official Rules. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of the Sponsor. Neither the Patrons nor anyone acting on their behalf will enter into any communications with any Contestant regarding this Sweepstakes, except as expressly set forth in these Official Rules. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The headings of the paragraphs in these Official Rules are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the Sponsor, the scope of these Official Rules, or the intent of any paragraph hereof. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for any electronic or typographical error in the printing or reproduction of these Official Rules, administration of the Sweepstakes or in the announcement of any the prizes. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor.

7.6. Termination Provisions. If the Sponsor is prevented from awarding any prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to: fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike; act of God or of a public enemy; riot or civil disturbance, terrorist threat or activity, war

(declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), or order of any court, or other cause not reasonably within the Sponsor's control (each a "*Force Majeure*" event or occurrence), then (subject to any governmental approval, as may be required) the Sponsor shall have the right to modify, suspend, or terminate this Sweepstakes. If the Sweepstakes is terminated for a Force Majeure before the designated Contest End Date, the Sponsor will (if possible) select the Winners from all eligible, non-suspect submissions for each contest city that are received as of the date of the event giving rise to the termination. If, for any reason, the Sweepstakes is not capable of running as planned for any cause which reasonably is beyond the control of the Sponsor and which corrupts or affects the operation, administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor may, in its sole discretion, (i) void any suspect entry or (ii) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules up to the time of the impairment. Notwithstanding the foregoing, the Sponsor reserves the right to suspend, modify, or cancel this Sweepstakes at any time without notice or obligation. If such cancellation, termination, modification or suspension occurs, the Sponsor will make a commercially reasonable effort to post notice of such on the Website.

7.7. Identity Conflicts or Disputes. In the event of a dispute as to the identity of a Contestant, the authorized account holder of the email address or telephone line that is referenced in connection with the Survey Form will be deemed to be the registrant or participant. The "authorized account holder" is the natural person assigned a telephone number by a telephone company or wireless carrier, or an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. A Contestant may be required to show proof of being the authorized account holder.

7.8. Arbitration Provision. By participating in this Sweepstakes, each Contestant agrees that any claim, dispute, or controversy (whether in contract, tort, otherwise) that s/he may have with, or claims s/he may have against, the Sponsor or the Patrons arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of the prize or merchandise, or the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by private, final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the AAA's Code of Procedure. Further, each Contestant agrees that: (a) This arbitration agreement is made pursuant to and

shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (b) the arbitration shall be held in Los Angeles, California, or at such other location as may be mutually agreed by the Contestant and the Sponsor/Patron; (c) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules; (d) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (e) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Contestant’s and/or the Sponsor’s/Patrons’ individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (f) the arbitrator shall not have the power to award punitive damages against the Contestant, the Sponsor or Patrons. Moreover, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the code of procedure established by the AAA, the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

7.9. Choice of Law. Subject to **Paragraph 7.8**, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the parties in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of California, without regard to choice of law or conflicts of laws principles under California law.

8. Releases; Indemnification. By participating in this Sweepstakes, each Contestant releases the Sponsor, as well as the Patrons, and each of their parent companies, partners, stockholders, affiliates, subsidiaries, directors, officers, agents, employees, advertising agencies, suppliers, and all others associated with the development and execution of the Sweepstakes from and against any and all liability, claims or actions of any kind whatsoever in connection with Contestant’s participation, or in the receipt, possession, ownership or use of any prize awarded in connection with the Sweepstakes, or while traveling to or from any Sweepstakes event, Secret Spot exploration, and/or participating in any prize-related activity with respect to or in any way arising from the Sweepstakes and/or acceptance or use of any prize, including, without limitation, liability for personal injury, damages or loss.

8.1. Release of Claims (General). Each Contestant agrees to (i) indemnify and hold the Sponsor and the Patrons, harmless from any and all liability resulting or arising from the Sweepstakes, and (ii) release all rights to bring any claim, action or proceeding against the Patrons. All Contestants hereby acknowledge that the Pa-

trons have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by any prize supplier that may accompany a prize. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.

8.2. Release of Claims (California). Each Contestant acknowledges that there is a possibility that, subsequent to his/her involvement with the Sweepstakes and adherence to this Official rules s/he may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by her/him at that time may have materially affected his/her decision to participate in the Sweepstakes. Such Contestants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, s/he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Contestants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

8.3. Full Release. Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Such Contestants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Sweepstakes or compete for or receive a prize. Such Contestants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

9. Publicity Release/Privacy. Except as otherwise stated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website and with the consent given by a Contestant at the time of entry. Unless indicated by the Sponsor to the contrary, any communication or information transmitted to the Sponsor and/or the Website, whether by electronic mail or otherwise, is and will be treated as non-confidential and non-proprietary.

10. Further Documentation. If the Sponsor shall desire to secure additional assignments, certificates or other

documents as the Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules and the Sweepstakes, then each Contestant agrees to promptly sign and deliver to the Sponsor the same upon the Sponsor's request therefor.

11. **Winner's Disclosure.** For the name of the winner, available at the conclusion of the Sweepstakes, visit the Website or, to obtain the name of the Sweepstakes winner

after either random drawing, send a self-addressed, stamped envelope marked "Winner" by May 6, 2009, to the address indicated in Paragraph 12, below, Attn.: Contest Services – Shopper Satisfaction Survey Sweepstakes.

12. **Administrator and Sponsor.** The administrator and sponsor of this Sweepstakes is Jeff Adams, **THE WESTFIELD GROUP**, 11th Floor, 11601 Wilshire Boulevard, Los Angeles, California 90025.

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