

BOTANY TOWN CENTRE
PANDAMONIUM KARATE AND YOGA WORKSHOPS

Terms and Conditions

1. These terms and conditions apply to entrants to 'Pandamonium Karate and Yoga workshops' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Shopping Centres Pty Ltd ABN 13 001 595 955. The address is 588 Chapel Road, East Tāmaki, Auckland 2016, New Zealand .
3. This promotion will be conducted at Botany Town Shopping Centre, 588 Chapel Road, Auckland 2016, New Zealand. Ph 09 272 3888 ("Centre").

PROMOTION PERIOD

4. This Promotion commences at 10.30am NZST on Monday 15th April 2024 and ends at 2.00pm NZST on Sunday 21st April 2024 ("Promotion Period").

HOW TO BOOK

5. To book this Promotion, during the Promotion Period: **1.** Visit the Botany Town Shopping Centre website at www.botanytowncentre.co.nz and click on the "Book tickets here" link on the event landing page. This link will click through to the Humanitix event page, where customers will be able to login and book their workshop. **2.** A confirmation email will be sent to the customer with the ticket details. Present this email for admission into the booked session time of the "Pandamonium Karate and Yoga workshops"
6. Once a workshop is booked the customer acknowledges that the Promoter's decision in relation to any aspect of the Pandamounium Karate and Yoga workshops events and is final and binding.
7. The event is free of charge and there are no booking fees.
8. Customers must retain email confirmation as proof of booking. A booking confirmation must be shown on entry to the workshop session.

GENERAL

9. You must not:
 - a. tamper with the booking process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - b. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
 - e. breach any law;

- f. breach any “community guidelines” issued by the Promoter from time to time, published at www.botanytowncentre.co.nz
- g. behave in a way that is otherwise inappropriate.

10. If relevant, incomplete, indecipherable or illegible bookings will be deemed invalid.
11. If there is a dispute as to the identity of the customer, the Promoter reserves the right to determine the identity of the customer.
12. Pandamonium Karate and Yoga workshops are subject to the standard terms and conditions of individual service providers. If for any reason a customer does not show for a workshop for the time stipulated, then the workshop session that was booked will be forfeited and will not be redeemable for another session unless available. Any failure by you or your companions to comply with the conditions imposed by the workshop supplier may result in the workshop being cancelled or withdrawn without liability for the Promoter or the workshop supplier.
13. If specified, in order to participate in the activities booked, you and your companions must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you and your companions are healthy and fit enough to participate in the workshop. You and your companion/s must follow all requirements of the people responsible for managing the relevant activities.
14. You and your companions must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties participating in the workshop. If you or any companions do not sign, your entry will be deemed invalid and you will lose any entitlement to attend the workshop.
15. If you and or your companions, in the opinion of the Promoter are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate, the Promoter may cancel your workshop session or restrict you and or your companions from participating in any elements of the workshop, at its discretion.
16. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or participate the workshop with.
17. If any workshop session (or part of any workshop) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the workshop (or that part of the workshop) with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
18. Workshops are not transferable or exchangeable and cannot be taken as cash.
19. Participants consent to the Promoter using the entrant’s name, likeness, image and/or voice in during the Pandamonium Karate and Yoga workshops (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter’s

retailer(s).

20. If this Promotion is interfered with 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 to the fullest extent permitted by law to (a) disqualify a customer engaging in unauthorised intervention or fraud; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. If any dispute arises concerning the conduct of this promotion, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. However, the Promoter's decision is final, and no correspondence will be entered into.
22. Any cost associated with accessing the promotional website is the customers responsibility and is dependent on the internet service provider used.
23. Your booking must be received during the Promotion Period and will be deemed to be received only when received by the Promoter.
24. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
25. The Promoter (including their respective officers, employees and agents) exclude 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, including without limitation:
 - a. any technical difficulties or equipment malfunction;
 - b. any theft, unauthorised access or third party interference;
 - c. any booking or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;

except for any liability which under statute, including under the Non-Excludable Guarantees, cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

26. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

PRIVACY

27. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.

28. By booking, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
29. If you have marked the “opt-in” box on the booking form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the *Spam Act 2003* (Cth), the third party includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You should contact the relevant third party/ies for their privacy policy/ies.
30. The Dexus Group Privacy Policy also contains information about how bookers may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.