

DEXUS EVENT CONDITIONS

Botany Town Centre / Meet the Care Bears at Botany

Event Conditions

ORGANISER

1. These Event Conditions apply to the participants of the 'Meet the Care Bears at Botany ("Event")', provided by Botany Town Centre, NZBN 9429036747153 of 588 Chapel Road, East Tamaki, Auckland, 2016 ("Organiser") in conjunction with Crackerjack ("Partner").
2. The "Organiser" is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955 / NZBN 9429036747153). The address is 588 Chapel Road, East Tāmaki, Auckland 2016, New Zealand.
3. Entry and participation in the Event is subject to these Event Conditions.

ELIGIBILITY

4. This Event is for individuals/children aged 18 or under who book a ticket to the Event.
5. You must ensure that you/your child/companions are healthy and fit enough to participate in the Event.
6. All participants under the age of 18 must receive permission from a parent/guardian to participate and must be accompanied and supervised by a parent/guardian during the Event. Adults cannot attend the Event if they are unaccompanied by a child.

EVENT PERIOD AND LOCATION

7. The Event will be conducted at The Conservatory at Botany Town Centre ("Event Location").
8. Event sessions will run on the following dates and times:

Date	Time: Sessions will run for 20 minutes with each group (max 4) getting 3 minutes with the Care Bear NZST
Saturday, 30 May 2026	11.00am, 11.40am, 12.20pm, 1.00pm, 1.40pm
Sunday, 31 May 2026	11.00am, 11.40am, 12.20pm, 1.00pm, 1.40pm
Monday, 1 June 2026	11.00am, 11.40am, 12.20pm, 1.00pm, 1.40pm

BOOKING

9. You must be aged 18 or over to book for the Event.
10. Bookings may be made <https://events.humanitix.com/care-bear-meet-and-greet/tickets> ("Booking Website") between Wednesday 20 May 9.00am NZST and Monday 1st June 1.40pm NZST, while tickets last. All bookings are subject to availability. Your booking only takes effect when you receive email confirmation of your booking from Humanitix.
11. It is free to book a ticket and participate in the Event.

12. All individuals attending the Event, including children, supervising parents/guardians and companions, must have a ticket under a booking.
13. There is a maximum of 4 places available (including supervising parents/guardians) for each session.
14. Please contact us at marketing.botany@dexus.com for any queries regarding your booking or the Event.

TICKET INCLUSIONS

15. Each ticket to the Event includes the following:
 - a. A free Care Bear puzzle, valued at \$12.00, while stocks last
 - b. In the event that Care Bear puzzle boxes are exhausted, and alternative gift may be provided at the organiser's discretion.
 - c. Free gifts are available only while supplies last. No rain checks, exchanges, or replacements will be offered.

TRANSFERS, CANCELLATION AND REFUNDS

16. If you wish to change the time/day of your Event session, you must notify the Botany Town Centre marketing team via email at marketing.botany@dexus.com at least 24 hours before your session time. We will endeavour to reschedule your booking to an alternative session, subject to availability.
17. If you can no longer attend your session and wish to cancel your booking, you must notify the Botany Town Centre marketing team via email at marketing.botany@dexus.com.

RULES OF ENTRY

18. You must arrive at the Event Location 5 minutes before your session time and present the booking confirmation email to Event staff upon arrival.
19. Guests arriving late for their booked session may forfeit their allocated time slot. Organisers will attempt to accommodate late arrivals where possible, however this cannot be guaranteed
20. You, and individuals attending under your booking (including children and companions), must:
 - a. comply with all reasonable instructions provided by Event staff and authorised personnel associated with the Event including authorised personnel of the Organiser and Partner;
 - b. participants must not bring any food or drink into the Event Location.
21. All participants under the age of 18 must be supervised and accompanied by a parent/guardian at all times.
22. You, and any individuals attending under your booking (including children and companions) must not:
 - a. engage in any conduct that may jeopardise the proper conduct of the Event or the health and safety of staff or participants;
 - b. engage in any conduct that may result in physical damage at the Event Location;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner, or any other manner that is otherwise inappropriate;
 - d. do anything that may diminish the good name or reputation of the Organiser or Partner or any related entities or of the agencies or companies associated with this Event; or

- e. breach any laws.
23. If you or any individuals attending under your booking (including children and companions) act in the above manner or otherwise materially breach these Event Conditions, you and those individuals may be refused entry or asked to leave the Event Location and be restricted from participating in the Event, in the Organiser's (or its authorised personnel's) reasonable discretion.

COLLECTION AND USE OF PERSONAL INFORMATION

24. In order to manage your booking, communicate with you about this Event and conduct this Event, the Organiser may collect personal information about each participant specified in a booking including through the third party Humanitix booking entity and may, for this purpose, provide such information to third parties, including the Organiser's and Partner contractors and agents for the sole purpose of conducting the Event. Participation in the Event is conditional on providing this personal information. If you have opted in to receive promotional material from the Organiser or third parties associated with the Event, the Organiser or third party/ies (as relevant) may send you news about upcoming events, activities and promotions.
25. The Organiser may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at www.dexus.com/general/privacy-policy. The Dexus Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how participants may make a complaint about how the Organiser handles your personal information and how those complaints will be dealt with. Unless otherwise indicated by the Organiser, the Organiser may provide personal information to entities outside of New Zealand, for storage and processing only.
26. You agree that, by attending the Event:
- a. you and any individuals attending under your booking (including any children and companions) may be photographed and/or filmed by the Organiser's authorised personnel;
 - b. the images and/or film may be used for future promotional and marketing purposes by the Organiser with no remuneration; and
 - c. you must not photograph or film other participants at the Event without first obtaining their express consent.

GENERAL

27. By making a booking and/or attending the Event, you accept these Event Conditions, forming an agreement between you and the Organiser (each, a "Party"). If you are making a booking for any minors (being participants under the age of 18), you accept these Event Conditions both on your own behalf and on behalf of the minor/s, as applicable.
28. The Partner is a third party which is separate from the Organiser. The Organiser is not responsible for the conduct of the Partner or any other third parties that are otherwise associated with the Event.

CHANGES TO THE EVENT

29. The Organiser may make changes to Event (that do not substantially vary the event).
30. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.
31. If the Event is interfered with or is not capable of being conducted as reasonably anticipated due to events or reasons beyond the reasonable control of the Organiser (for example, due to security or operational reasons, weather conditions, government directives, a pandemic, public health orders and the like), the Organiser may terminate, suspend or cancel the Event in its reasonable discretion, and if practicable, provide you with reasonable notice, in which event,

you will not be entitled to a refund of any amount paid for tickets to the Event (if applicable). If the Event is terminated, suspended or cancelled for any other reason by the Organiser, we will refund you the amount paid for the tickets (if applicable) that could not be fulfilled.

LIABILITY

32. You may have consumer rights under statute including under the New Zealand *Consumer Guarantees Act 1993 (CGA)*, which may be applicable to the supply of goods or services by us in relation to this Event and cannot be excluded or restricted (“Non-Excludable Guarantees”). Nothing in these Event Conditions excludes or restricts the Non-Excludable Guarantees. See <https://comcom.govt.nz/consumers/your-rights-as-a-consumer> for more information about those rights.
33. To the extent permitted by law, if the Organiser’s or Partner supply of goods or services in connection with the Event or under these Event Conditions is within the meaning prescribed under the CGA, then the Organiser’s or Partner liability (as applicable) for any failure to comply with a statutory guarantee, condition or warranty that cannot be excluded under statute is limited to (at the Organiser’s or Partner choice (as applicable)):
 - a. in the case of services; the cost of supplying the services again or payment of the cost of having the services supplied again; and
 - b. in the case of goods; the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
34. Subject to paragraphs 32 and 33, neither Party will be liable to the other for consequential, indirect, special, incidental, exemplary or economic damage or loss (including loss of use, loss of revenue, loss of profit, business interruption, costs of procurement of substitution of goods, technology or services or loss of information) arising from a breach of these Event Conditions (including any claim in negligence, equity or otherwise).
35. 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), each Party’s total liability to the other Party for any loss, liability or damage suffered by that other Party in connection with the Event or these Event Conditions (including under statute, in contract, negligence, or otherwise) is limited to \$1,000, and will be reduced by the extent (if any) to which the other Party causes or contributes to that loss, liability or damage.
36. All references to the Organiser and Partner in paragraphs 32 – 36 inclusive are references to the Organiser and Partner respectively, and to their respective ‘related entities’ as defined under the *Companies Act 1993* where relevant.

INTELLECTUAL PROPERTY

37. The Organiser is the copyright owner of the material on the Booking Website or is licensed by the copyright owner to use such material on the Booking Website. All trademarks, brands, names and other intellectual property appearing on the Booking Website are the property of their respective owners.
38. You are not granted any rights, title or interest in the material on the Booking Website. You must not adapt, reproduce, publish, distribute or transmit any of the material on the Booking Website without the express written consent of the Organiser and any other relevant intellectual property rights owners (as applicable).

MISCELLANEOUS

39. In these Event Conditions, "including" is not a word of limitation.
40. The Organiser may assign, novate or otherwise deal with any of its rights or obligations under these Event Conditions without obtaining your consent, if to do so will be unlikely to cause any material detriment to you.
41. If any provision of these Event Conditions is unlawful or unenforceable, the remaining provisions will continue in full force and effect.
42. These Event Conditions are governed by the laws of New Zealand and the parties irrevocably submit to the jurisdiction of the courts having jurisdiction in New Zealand.