

BOTANY TOWN SHOPPING CENTRE
KIDS FUN PASS

Terms and Conditions

1. These terms and conditions apply to participants of the 'Kids Fun Pass' Centre Offer ("Offer"). Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexux Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is 588 Chapel Road, East Tāmaki, Auckland 2016, New Zealand.
3. This Offer will be conducted at Botany Town Shopping Centre, 588 Chapel Road, East Tamaki, Auckland 2016, New Zealand. (09) 272 3888 ("Centre").

ELIGIBILITY

4. This Offer is only open to residents of New Zealand who are able to attend the Centre during the promotion.
5. The following individuals are ineligible to participate in the Offer:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Offer;
 - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to participate in the Promoter's offers.

OFFER PERIOD

6. This Offer commences at 9.00am NZST on Monday 23rd June, 2025 and ends at 6.00pm NZST on Sunday 13th July, 2025 ("Offer Period"). The Kids Fun Pass vouchers are valid for redemption from 9am NZST on Saturday 28th June, 2025 through until 6.00pm NZST on Sunday 13th July, 2025.

HOW TO PURCHASE

7. To purchase this Offer, during the Offer Period:
 1. Visit the Botany website at www.botanytowncentre.co.nz and click on the 'purchase tickets here' link on the Kids Fun Pass landing page. This link will click through to the Humanitix event page where Purchases will be able to login and purchase their passes. Kids Fun Passes are only available to purchase online.
 2. A Confirmation email will be sent to the Purchaser with the purchase details. Present this email with photo ID to the Botany Customer Service Desk during core centre hours to pick up the Kids Fun Pass vouchers.
8. Once a purchase is made by the Purchaser, the Purchaser acknowledges that the Promoter's decision in relation to any aspect of the Kids Fun Pass offer is final and binding. Refunds will not be provided.

9. Purchases are only open to visitors to Botany Town Shopping Centre. The Promoter has the right to request a proof of identification to verify the purchaser, such as a valid and current Driver's Licence or Passport. Users of the Kids Fun Pass voucher can be up to 15 years of age.
10. The total price for the Kids Fun Pass is \$10 and includes the Humanitix booking fee and GST. All prices and values of the Kids Fun Pass are in New Zealand Dollars. Once the purchase has been made via Humanitix, a validation email will be sent to the Purchaser to confirm the order.
11. There is a limit to 5 Kids Fun Pass purchases per order. The Promotion is while stocks last. There are 5000 Kids Fun Passes for sale in total.

HOW TO REDEEM

12. To redeem the Kids Fun Passes, the purchaser must complete the following steps during the Promotional Period:
 1. Present their email confirmation, as provided in Humanitix, with photo ID to a staff member at the Botany Customer Service Desk during core centre hours.
 2. Botany Customer Service Team will issue the Kids Fun Pass and mark your order as being collected.
 3. Kids Fun Passes are valid for use Saturday 28th June – Sunday 13th July 2025 inclusive. Any unused passes at the end of the Offer Period will be void. Customers must retain email confirmation as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of all customer passes and forfeiture of any right to vouchers. Receipts(s) must clearly specify name and the number of passes during the Promotional Period.

KIDS FUN PASS CONDITIONS

13. **HOYTS Cinemas Botany Town Shopping Centre** – This voucher is valid for one admission only, up to 15 years of age, for all F, PG and M movies. This ticket does not guarantee a reserved seat. Seating is subject to availability at the time of redemption and is not redeemable for recliner seats or day beds. This ticket is valid until 31st July 2025. This ticket is not redeemable for cash. This ticket may not be sold, exchanged or used in conjunction with any other offer. Standard film classifications apply. Valid for use at Botany HOYTS Cinemas only.
14. **\$10 Game Credit at Timezone Botany Town Shopping Centre** – Children must be accompanied by an adult. Valid until 13th July 2025. This voucher will not be extended or replaced and is not redeemable for cash. This voucher may not be sold, exchanged or used in conjunction with any other offer. Valid for use at Botany Town Shopping Centre Timezone only, subject to venue capacity.
15. The Kids Fun Pass will include food and drink offers exclusive to the pass holder. No prepaid offers for any Botany food vendor are included in the pass and will be at an additional cost.

HOW TO REDEEM FOOD AND DRINK OFFERS

16. The Kids Fun Pass will include food and drink coupons from each participating food retailer. To purchase the food and drink deals the pass holder must present the single coupon to the relative food retailer. Food and drink coupons are only able to be used once during the promotional period.
17. All food and drink offers are valid until Sunday 13th July 2025 at Botany Town Shopping centre only. They are not to be used in conjunction with any other offers.

18. Kids Fun Pass, food and drink offers that are available:
1. Botany Commons – 15% discount of all food and beverages.
 2. Blissful Desserts – 50% off candy floss and popcorn.
 3. The Coffee Club – Free kids' meal with any adult menu meal.
 4. Coco Tea – Buy any large drink and get a medium pearl milk tea or grapefruit green tea half price.
 5. Gong Cha – Buy a chocolate milk drink and get one free.
 6. Columbus Coffee – Free kids pancake with any meal purchase over \$20 or Free kids hot chocolate with every meal.
 7. Mozaic Kebab – 5% discount on total bill.
 8. Goode Brother – 20% discount on total bill. Only available Monday-Thursday, 12pm-4pm.
 9. The Sweetland – Receive a Wowz rope lolly when you spend \$20 or more in store. If product is out of stock, a similar lolly will be given.
 10. Robert Harris, Level 1 – Buy one hot drink and receive one free.

UNCLAIMED KIDS FUN PASSES

19. Kids Fun Passes can be claimed no later than Sunday 13th July 2025 6.00pm NZST. Any Kids Fun Passes that have been purchased but remain unclaimed will not be refunded or the vouchers validity extended.

GENERAL

20. You must not:
- a. tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
 - b. engage in any conduct that may jeopardise the fair and proper conduct of this Offer;
 - 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 Offer;
 - e. breach any law;
 - f. breach any "community guidelines" issued by the Promoter from time to time, published at <https://www.botanytowncentre.co.nz> ; or
 - g. behave in a way that is otherwise inappropriate.
21. If relevant, incomplete, indecipherable or illegible claims will be deemed invalid.
22. If there is a dispute as to the identity of the participant, the Promoter reserves the right to determine the identity of the participant.
23. Kids Fun Passes are subject to the standard terms and conditions of individual gift providers, including any validity period/s, if applicable. Gifts and all elements of gifts must be taken as and when offered. If for any reason a successful claimant does not take a gift or an element of a gift at the time stipulated, then the gift or that element of the gift will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
24. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the Kids Fun Pass.
25. If any pass (or part of any pass) is unavailable due to reasons beyond the control of the Promoter, the

promoter at its discretion, reserves the right to substitute the pass (or that part of the pass) with a voucher or part of a voucher with an equal or higher value and/or specification, subject to any written directions from a regulatory authority if applicable.

26. Kids Fun Passes, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
27. If this Offer 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 participant engaging in unauthorised intervention or fraud; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate and if applicable, subject to any written directions from a regulatory authority.
28. If any dispute arises concerning the conduct of this Offer, 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.
29. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used. The use of any automated claim software or any other mechanical or electronic means that allows a participant to automatically claim repeatedly is prohibited and will render all claims submitted by that participant invalid.
30. Your purchase must be received during the Offer Period (or as otherwise specified in these Terms and Conditions) and will be deemed to be received only when received by the Promoter. If online or SMS claiming is available, you will receive a return message confirming your claim. You are responsible for your own costs associated with claiming. If you claim using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
31. The Promoter is not responsible for any tax implications arising from you claiming a gift. You should seek independent financial advice. If for GST purposes this Offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
32. 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), New Zealand Consumer Guarantees Act 1993, as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia or New Zealand ("Non-Excludable Guarantees").
33. 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 Offer, including without limitation:
 - a. any technical difficulties or equipment malfunction;
 - b. any theft, unauthorised access or third party interference;
 - c. any claim or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in the gift value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a participant; or

f. use of the gift,

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).

34. This Offer 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

35. In order to conduct this Offer, the Promoter needs to collect personal information about each participant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and, if required, to New Zealand regulatory authorities. Participation in the Offer is conditional on providing this information.
36. By participating, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the participant 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 Offer. The Promoter may use your personal information for such other purposes as set out in the Dexu Group Privacy Policy, which is available at <http://www.dexu.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.
37. In order to facilitate the purchase of your Kids Fun Pass, you may need to provide your personal information to third parties (such as Humanitix) associated with this offer. The collection, use and disclosure of your personal information by such third party will be in accordance with the relevant third party's privacy policy. If you have marked the "opt-in" box on the claim 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. Humanitix terms of use are available at https://static.humanitix.com/pdf/website_terms.pdf
38. The Dexu Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how New Zealand participants may complain about a breach of the New Zealand Privacy Principles and how those complaints will be dealt with.