

BOTANY TOWN CENTRE  
SPEND AND SAVE

**Terms and Conditions**

1. These terms and conditions apply to entrants to the 'Winter Fashion – Spend and Save' 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 / NZBN 9429036747153). The address is 588 Chapel Road, East Tāmaki, Auckland 2016, New Zealand.
3. This promotion will be conducted Botany Town Centre, 588 Chapel Street, East Tamaki, Auckland 2016, New Zealand. Ph 09 272 3888 ("Centre").

**ELIGIBILITY**

4. This Promotion is only open to residents of New Zealand aged 18 years or over who are able to attend the Centre during the promotional period NZST for a limited time to claim the gift.
5. The following individuals are ineligible to enter the Promotion:
  - 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 Promotion;
  - 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 enter the Promoter's promotions.

**PROMOTION PERIOD**

6. This Promotion commences at 9.00am NZST on Thursday 22<sup>nd</sup> May 2025 and ends at 6.00pm NZST Saturday 31<sup>st</sup> May 2025 at 6.00pm ("Promotion Period").

**HOW TO ENTER**

7. To enter this Promotion, eligible individuals must, during the Promotion Period:
  - Spend \$150.00 or more any one or more participating retailers listed below ("Qualifying Spend"), in accordance with the following qualifying Spend Tiers:

Spend	Receive
\$150.00 - \$299.00	\$15.00 Botany Town Centre Gift Card
\$300.00 - \$499.00	\$40.00 Botany Town Centre Gift Card
\$500.00 and over	\$80.00 Botany Town Centre Gift Card

- Your Qualifying Spend Tier will determine which gift (Tier 1, 2 or 3) you are eligible to claim (as outlined in the 'Gifts' section below).
- Present your Qualifying Spend receipt(s) to a staff member, to be stamped, at the Customer Service Desk located between Farmers and H&M during Shopping Centre Hours (Saturday to Wednesday 9am to 6pm, Thursday and Friday 9am to 9pm and Sunday 10am to 6pm) on the same day you make your Qualifying Spend to collect your gift upon successful validation of your claim.

- To facilitate the collection of the gift, successful claimants may also need to provide your name and email address via a digital form.
- You may use multiple receipts from one or more participating retailer on the same day to comprise your Qualifying spend.
- Receipts from the purchase of alcohol, tobacco, lottery tickets or gift cards are not accepted as part of this Promotion.

#### List of Participating Stores:

**Fashion:** Barkers, Bendon Lingerie, Boardertown, Connor, Cotton On, Cotton On Body, Country Road, Cue, Decjuba, Dotti, Farmers (*fashion items only*), Flo & Frankie, Forever New, Glassons, Hallenstein Brothers, H&M, Hartleys, Jacqui E, Just Jeans, Kathmandu, Macpac, Max, Merric, Mirrou, Mountain Warehouse, Peter Alexander, Postie, Rapt, Rebel Sports, Rodd & Gunn, Stirling Sports, The Baby Factory.

**Beauty:** Adorn Piercing, Allure Beauty, Chemist Warehouse (*beauty items only*), Deluxe Nail and Spa, Everlast Nails, Farmers (*beauty items only*), Image Oasis, Just Cuts, Kess, Laser Clinics, Life Pharmacy (*beauty items only*), L'Occitane, Mecca Maxima, Professionail, Rodney Wayne, , Shearing Shed, The Cosmetic Clinic, The Grooming Cave, Vivo.

**Footwear and Accessories:** Foot Locker, Lovisa, Merchant 1948, Nike, Novo Shoes, Number One Shoes + Hannahs, Platypus, San Michelle Bags, Shoealls, Skechers, Strandbags, Sunglass Hut, The Athlete's Foot.

#### LIMITS ON ENTRY

- One entry permitted per eligible person per day. Each entry must be submitted separately in accordance with these Terms and Conditions.

#### GIFTS

	<b>Gift</b>	<b>Individual gift value</b>	<b>Quantity</b>	<b>Total</b>
<b>1</b>	Botany Town Centre Gift Card	\$15.00	400	\$6,000.00
<b>2</b>	Botany Town Centre Gift Card	\$40.00	350	\$14,000.00
<b>3</b>	Botany Town Centre Gift Card	\$80.00	200	\$16,000.00
<b>TOTAL</b>			<b>950</b>	<b>\$36,000.00</b>

- Total prize pool valued at \$36,000.00

#### GIFT CONDITIONS

- Gift No. 1, 2 and 3 are subject to the following conditions:
  - Redeemable at participating Botany Town Shopping Centre retailers; and
  - Must be redeemed by the expiry date listed on the card and cannot be exchanged for cash.
  - For full terms and conditions please view here: [Gift-Card-Full-T-and-C-s-Dexus-2023-NEW-ZEALAND.pdf](#)

## GENERAL

11. You must not:
  - a. tamper with the entry 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. behave in a way that is otherwise inappropriate.
12. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.
13. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
14. Gifts are subject to the standard terms and conditions of individual gift and service providers. If for any reason a winner 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).
15. For event-based/travel gifts, you and (if applicable) your companion/s accept that some aspects of the gift may be inherently risky and that the gift may involve dangerous activities.
16. If specified, in order to participate in the activity/activities awarded as part of the gift, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the gift. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
17. You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the gift. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a gift.
18. If companion/s can take the gift with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
19. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), 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 competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the gift or restrict you (and your companion/s) from participating in any elements of the gift, at its discretion.
20. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.
21. If any gift (or part of any gift) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift or part of a gift with an equal or higher value and/or specification, subject to any written directions from a

regulatory authority.

22. Gifts, or any unused portion of a gift, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the gift Promoter.
23. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (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).
24. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting participating retailers) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. 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 an entrant engaging in unauthorised intervention or fraud; modify, suspend, terminate or cancel the Promotion, as appropriate.
26. 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.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
28. Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If online or SMS entry is available, you will receive a return message confirming your entry. You are responsible for your own costs associated with entering. If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
29. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice
30. 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 *New Zealand Consumer Guarantees Act 1993*, as well as any other implied warranties under similar consumer protection laws in the New Zealand] ("Non-Excludable Guarantees").
31. 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 entry 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 prize value to that stated in these Terms and Conditions;
- e. any tax liability incurred by an entrant or winner; 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).

32. 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

33. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, provide 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 Promotion is conditional on providing this information.
34. If you have marked the “opt-in” box on the entry form relating to use of your personal information for future promotional and marketing purposes by the Promoter, 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, as required by the New Zealand Unsolicited Electronic Messages Act 2007 (**NZ SPAM Act 2007**), 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. 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 Promotion. 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 provide personal information to entities outside of New Zealand, including in the United States, Europe and the Asia-Pacific region for storage and processing.
35. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how New Zealand entrants may complain about a breach of the New Zealand Privacy Act 2020 (including the New Zealand Privacy Principles) and how those complaints will be dealt with.