

## Botany Town Shopping Centre

### PICKLEBALL

#### Event Conditions

##### ORGANISER

1. These Event Conditions apply to the 'Pickleball' ("Event"), provided by the Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955) of 588 Chapel Road, East Tāmaki, Auckland 2016, New Zealand ("Organiser") in conjunction with Luminary Group (NZBN 9429051612542) ("Partner").
2. Entry and participation in the Event is subject to these Event Conditions.

##### ELIGIBILITY

3. This Event is for children aged over 5 years who booked a ticket to the event.
4. You must ensure that you/your child/companions are healthy and fit enough to participate in the Event.
5. 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

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

Date:	Time:
	Sessions will run for 20min from start time (NZST)
Monday 22 <sup>nd</sup> September – Friday 3 <sup>rd</sup> October	10.00am, 10.30am, 11.00am, 11.30am, 12.00pm, 12.30pm, 1.00pm, 1.30pm, 2.00pm, 2.30pm.

##### BOOKING

8. You must be aged 18 or over to book for the Event.
9. Bookings may be made <https://events.humanitix.com/pickleball> ("Booking Website") between Monday 8<sup>th</sup> September, 9.00am NZST until Friday 3<sup>rd</sup> October, 12.00pm NZDT or while tickets last. All bookings are subject to availability. Your bookings only takes effect when you receive email/written confirmation of your booking from Humanitix.
10. It is free to book a ticket and participate in the Event.
11. All children attending the Event, must have a ticket under a booking. One supervising parents/guardian per child can enter the session with no ticket required. Walk ins will be accommodated where available.
12. There is a maximum of 24 places available for participating children for each session.

13. Online bookings are subject to additional terms and conditions reasonably imposed by the booking provider Humanitix, including those available at [https://static.humanitix.com/pdfs/attendee\\_terms.pdf](https://static.humanitix.com/pdfs/attendee_terms.pdf)
14. Please contact us at [marketing.botany@dexus.com](mailto: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. 10 minute Pickleball practice session with the Pickleball instructors.
  - b. 10 minute Pickleball arts and crafts session. Including a Pickleball that participants are able to take home.

## **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 [marketing.botany@dexus.com](mailto:marketing.botany@dexus.com) at least 24hrs 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 cancel your ticket on the Humanitix website under your booking reference number or notify the Botany Town Centre Marketing team via email [marketing.botany@dexus.com](mailto:marketing.botany@dexus.com).

## **RULES OF ENTRY**

18. You must arrive at the Event Location 5 minutes before your session time and present booking confirmation email to Event staff upon arrival.
19. Late arrivals are permitted to join the session within 5 minutes of the start time. Regardless of arrival time, all participants must conclude their participation at 'Pickleball' when the booked session ends.
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. no food allowed within the event and be appropriately dressed and wear closed-toe shoes.
  - c. walk ins will only be considered if the session is able to accommodate extra participants.
21. All participants under the age of 18 must be 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 of their respective 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 and conduct this Event, the Organiser may collect personal information about each participant specified in a booking (including through the third-party booking platform Humanitix) and may, for this purpose, disclose such information to third parties, including the Organiser's and Partner contractors and agents for the 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 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 Dexu Group Privacy Policy, which is available at [www.dexu.com/who-we-are/privacy-policy](http://www.dexu.com/who-we-are/privacy-policy). The Dexu 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.
- 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 and Partner 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 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 Act ("CGA") in the *New Zealand Consumer Guarantees Act 1993*, which may be applicable to the supply of goods or services by us in relation to this Event and cannot be excluded or restricted. Nothing in these Event Conditions excludes or restricts those rights. See [www.consumerprotection.govt.nz](http://www.consumerprotection.govt.nz) for more information about those rights.
33. To the extent permitted by law, if the Organiser's 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 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 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. To the fullest extent permitted 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', where relevant, as defined under the *Corporations Act 2001* (Cth).

## 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.