

BOTANY TOWN SHOPPING CENTRE
GALENTINES

Terms and Conditions

1. These terms and conditions apply to entrants to the 'Galentines' Centre Promotion ("Event"). 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 at Botany Town Shopping Centre, 588 Chapel Road, East Tamaki, Auckland 2016, New Zealand ph 09 272 3888 ("Centre").
4. The 'Galentines' event will commence at 6.00pm NZDT on Friday 14th February, 2025 at HOYTS Cinema, Botany Town Shopping Centre, Level 1, 588 Chapel Road, East Tamaki, Auckland 2016, New Zealand. ("Event").

ELIGIBILITY

5. This Promotion is only open to residents of New Zealand aged 18 years or over who are able to attend the Centre at 6.00pm NZDT on Friday 14th February, 2025.
6. The following individuals are ineligible to enter the Promotion:
 - a. Any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

7. This Promotion commences at 9.00am NZDT on Monday 27th January, 2025 and ends at 6.00pm NZDT Friday 14th February, 2025 ("Promotion Period"). The 'Galentines' tickets purchased are only valid for Friday 14th February 2025, 6.00pm NZDT ('Event').

HOW TO PURCHASE

8. To purchase tickets for this Promotion, individuals must, during the Promotion Period:

1. Visit the Botany website at www.botanytowncentre.co.nz and click on the 'purchase tickets here' link on the 'Galentines' landing page. This link will click through to Humanitix event page, where Purchasers will be able to login and purchase their passes. 'Galentines' tickets are only available to purchase online.

2. A confirmation email will be sent to the Purchaser with the purchase details. The Purchaser will need to present the confirmation email with photo identification, such as a valid and current Driver's Licence or Passport, at HOYTS Botany, Cinema 5 to a Botany staff member for entry into the 'Event'.

Once a purchase is made by the Purchaser, the Purchaser acknowledges that the Promoter's decision in relation to any aspect of the 'Galentines' promotion is final and binding. Any cancellation and relevant refund will be provided in accordance with the Partner's cancellation policy, which are available at www.hoyts.co.nz/terms-and-conditions.

9. All Purchasers must be over 18 years of age to purchase and redeem 'Galentines' tickets and the Promoter has the right to request a proof of age photo identification to verify the age of the purchaser, such as a valid and current Driver's Licence or Passport.
10. The total price for the 'Galentines' ticket is \$15 and includes the Humanitix booking fee and GST. All prices and values of the 'Galentines' ticket 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.
12. There is a limit to 5 'Galentines' tickets purchase per order. The Promotion is while stocks last. There are 70 'Galentines' tickets for sale in total.

GALENTINES TICKET CONDITIONS

13. This ticket is valid for one admission only to the screening of 'Bridget Jones: Mad About the Boy' at HOYTS Cinemas, Botany Town Shopping Centre on Friday 14th February 2025, 6.30pm NZDT. Entry into the cinema will be open from 6.00pm NZDT.
14. The 'Galentines' ticket entitles the holder to one complimentary drink upon arrival, in addition to one soft drink and one small popcorn to enjoy during the movie. Any food and beverage options outside of this will need to be purchased from the HOYTS food and beverage counter.

UNUSED TICKETS

15. 'Galentines' tickets are to be used for the ('Event') taking place on Friday 14th February 2025, 6.00pm NZDT. If a Galantine ticket has been purchased but remained unused for this event it will not be refunded or extended for another date or time.

GENERAL

16. You must not:
 - a. tamper with the purchasing 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 botanytowncentre.co.nz; or
 - g. behave in a way that is otherwise inappropriate.
17. If relevant, incomplete, indecipherable or illegible purchases will be deemed invalid.
18. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
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 restrict you (and your companion/s) from participating in any elements of the event, at its discretion. In this case no refunds will be provided.

20. If the event (or part of the event) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the event (or that part of the event) with a event or part of a event with an equal or higher value and/or specification.
21. Tickets, or any unused portion of a ticket, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
22. Purchasers consent to the Promoter using the entrant's name, likeness, image and/or voice (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).
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. The Promoter is not responsible for any tax implications arising from your purchase. You should seek independent financial advice
29. 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 *Australian Competition and Consumer Act 2010* (Cth) and *New Zealand Consumer Guarantees Act 1993*, as well as any other implied warranties under similar consumer protection laws in New Zealand] ("Non-Excludable Guarantees").

30. 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 ticket,

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).

31. 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

32. 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, prize suppliers and, if required, to New Zealand regulatory authorities. Participation in the Promotion is conditional on providing this information.
33. 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 Dexu Group Privacy Policy, which is available at . 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.
34. The Dexu 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.