

## **Botany Town Shopping Centre**

### **Dad Games**

#### **Event Conditions**

##### **ORGANISER**

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

##### **ELIGIBILITY**

3. This Event is recommended for individuals aged 3 years or over.
4. 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.

##### **EVENT PERIOD AND LOCATION**

5. The Event will be conducted in The Conservatory between Farmers and Hallensteins at Botany Town Shopping Centre, 588 Chapel Road, East Tamaki, Auckland, 2016. ("Event Location").
6. Event sessions will run on the following dates and times:

<b>Date</b>	<b>Time NZST</b>
<a href="#">Saturday, 6 September 2025</a>	10.00am – 3.00pm
<a href="#">Sunday, 7 September 2025</a>	10.00am – 3.00pm

##### **HOW TO PARTICIPATE**

7. To participate in the 'Dad Games', eligible individuals must visit the 'Dad Games' sports zone during the event period's opening times. No pre-booking is needed to participate.
8. If the 'Dad Games' sports zone is full, participants must wait until space is available to begin. Spaces available to participants will be during the opening times of the event sessions. Starting 10.00am NZST on Saturday 6<sup>th</sup> September 2025 and ends at 3.00pm NZST Sunday 7<sup>th</sup> September 2025.
9. It is free to participate in the 'Dad Games' event sessions.
10. The maximum occupancy of the event space is limited to 8 participants at any given time. Each sporting station is allocated a duration of 5 minutes for completion.

##### **RULES OF ENTRY**

11. All participants under the age of 18 must be supervised and accompanied by a parent/guardian at all times.

12. You, and any individuals attending the event sessions (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.
13. If you or any individuals attending the event sessions (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**

14. 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/who-we-are/privacy-policy](http://www.dexus.com/who-we-are/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.
15. 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 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**

16. By attending the Event, you accept these Event Conditions, forming an agreement between you and the Organiser (each, a "Party").
17. 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**

18. The Organiser may make changes to Event (that do not substantially vary the event).
19. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.
20. 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**

21. You may have consumer rights under statute including under the New Zealand Consumer Act ("CGA") in the *New Zealand Consumer Guarantees Act 1993*, as well as any other implied warranties under similar consumer protection laws in New Zealand 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.
22. 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 ACL, then the Organiser's or Partner's 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's 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.
23. Subject to paragraphs 20 and 21, 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).
24. 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.
25. All references to the Organiser and Partner in paragraphs 20 – 24 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).

## **MISCELLANEOUS**

26. In these Event Conditions, "including" is not a word of limitation.
27. 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.
28. If any provision of these Event Conditions is unlawful or unenforceable, the remaining provisions will continue in full force and effect.
29. 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.