

DEXUS EVENT CONDITIONS

INDOOROOPILLY SHOPPING CENTRE / BLACK FRIDAY CINEMA CHILDCARE

Event Conditions

ORGANISER

1. These Event Conditions apply to the Black Friday Cinema Childcare (“Event”), provided by Dexus Shopping Centres Pty Ltd ABN 13 001 595 955 of Indooroopilly Shopping Centre 322 Moggill Road, Indooroopilly QLD 4068 (“Organiser”) in conjunction with Stay’nPlay ABN 41 110 504 982 of C/-Diagno Level 6, Southport Central Tower Two 5 Lawson St Southport 4215 (“Partner”).
2. Entry and participation in the Event is subject to these Event Conditions.

ELIGIBILITY

3. This Event is for children between the ages of 4-13 who purchased a ticket to the Event.
4. All participants under the age of 18 must receive permission from a parent/guardian to participate and will be supervised by Stay’n Play childcare service.

EVENT PERIOD AND LOCATION

5. The Event will be conducted at Event Cinemas Indooroopilly, Level 4 322 Moggill Road, Indooroopilly QLD 4068 (“Event Location”).
6. Event sessions will run on the following dates and times:

Date	Time (AEST)	Movie
Thursday, 28 November 2024	6pm – 7:40pm	Moana 2
Friday, 29 November 2024	6pm – 7:40pm	Moana 2

BOOKING

7. You must be aged 18 or over to book for the Event.
8. Tickets are available at \$5 + booking fee per child under the age of 18 with the \$5 ticket price being donated by the Promoter to the Children’s Hospital Foundation. Payment must be made in full at the time of making the booking.
9. A booking confirmation will be sent via email. All individuals attending the Event must be able to show the written booking confirmation if required when checking in.
10. There is a maximum of 150 places available for each session.
11. Online bookings are subject to additional terms and conditions reasonably imposed by the booking provider Humanitix Limited ABN 32 618 780 439, including those available at https://static.humanitix.com/pdfs/organiser_terms.pdf
12. Please contact us at marketing.indooroopilly@dexus.com for any queries regarding your booking or the Event.

TICKET INCLUSIONS

13. Each ticket to the Event includes the following:
 - a. 1 x Moana 2 movie session for a child
 - b. 1 x Small popcorn
 - c. 1 x Small drink
14. Participation in the Event is subject to additional terms and conditions reasonably imposed by Stay'nPlay, which are available at <https://uat2.indooroopillyshopping.com.au/getmedia/d5036480-6565-44d7-9f53-7627568bde86/Stayn-Play-Movie-Terms-Conditions.pdf>
15. All Event staff that interact with children at the Event will hold a valid Working with Children Check.

TRANSFERS, CANCELLATION AND REFUNDS

16. If you wish to change the time/day of your Event session, you must visit the Booking Website or click the link included in your booking confirmation email at least 24 hours before your session time to reschedule. Rescheduling your booking to an alternative session will be subject to availability.
17. If you can no longer attend your session and wish to cancel your booking, you must request through the Humanitix bookings website.
18. If you cancel via the booking website with at least 24 hours notice prior to the Event date, you will be entitled to a refund of the full amount paid for your booking minus booking fees and any costs or expenses incurred directly by the Organiser as a result of such early termination. For avoidance of doubt, any cancellation applies to the entire Event. You will not be entitled to cancel and receive a refund for a portion or part of the Event unless agreed otherwise. For the avoidance of doubt, to the extent permitted by law, if you provide less than 24 hours notice of cancellation prior to the Event date, you will not be entitled to any refund.
19. Any cancellation and relevant refund will be provided in accordance with the Partner's cancellation policy, which are available at https://static.humanitix.com/pdfs/attendee_terms.pdf

RULES OF ENTRY

20. You must arrive at the Event Location at least 20 minutes before your session time and present your ticket/booking confirmation email to Event staff upon arrival. Registrations open 40 minutes prior to the commencement of the cinema session.
21. If participants are late, the event session will still commence at the session time. Stay'nPlay staff will be able to assist with late check ins but may take longer depending on the amount of check ins. No refunds or partial refunds will be issued for late attendees.
22. Collection and signing out of the cinema session may take up to 20 minutes after the cinema session as the exit from the cinema is staggered to avoid congestion.
23. 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/s;
 - b. ensure children are toileted prior to the parent/ carer leaving the cinemas;

- c. parent/ carer is to visit Event Cinemas and complete the registration form at the registration desks to sign in their child;
 - d. ensure if your child has allergies that they wear the yellow wrist band to always distinguish themselves to staff;
 - e. ensure that the parent/ carer will remain at Indooroopilly Shopping Centre whilst the session is in progress;
 - f. ensure that the parent/ carer must agree to keep their mobile phone on and answer any calls from Stay'nPlay staff member while their child is in their care;
 - g. ensure for child safety that each child receives a wristband with the associated stub provided to the parent/carer. The parent/carer is to return with the stub upon collection of their child;
 - h. ensure that the same parent/carer who registered the child needs to be the same parent/carer to collect the child.
 - i. agree that a First Aid trained Stay'nPlay Team Member to attend to their child in the first instance. Stay'nPlay will contact parent/carer immediately and to escalate to the Indooroopilly Shopping Centre's security team.
 - j. agree that disruptive children and those who are a threat to the safety of other children will be removed by the Stay'nPlay staff and the parent/carer will be contacted to collect them.
 - k. agree that whilst Stay'nPlay act in the best interests of the children and take all reasonable steps to ensure their safety and wellbeing; however, Stay'nPlay and the Promoter will not be held responsible for any accident or injury sustained during the cinema session supervised by Stay'nPlay.
 - l. agree that whilst reasonable care is taken with children's belongings and clothing. Stay'nPlay and the Promoter are not responsible for any loss or damage to children's belongings or clothing.
24. 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/s or any of their respective related entities or of the agencies or companies associated with this Event; or
 - e. breach any laws.
25. 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

26. In order to manage your booking, communicate with you and conduct this Event, the Organiser and/or Partner/s may collect personal information about each participant specified in a booking (including contact number, allergies) and may, for this purpose, disclose such information to

third parties, including the Organiser's and/or Partner/s 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/ies (as relevant) may send you news about upcoming events, activities and promotions.

27. 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. 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.
28. If your personal information is collected by the Event Partner, it will be handled, disclosed and otherwise used in accordance with their respective privacy policy available at https://static.humanitix.com/pdfs/privacy_and_cookie_policy.pdfhttps://static.humanitix.com/pdfs/privacy_and_cookie_policy.pdf
29. 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 and/or Partner/s authorised personnel;
 - b. the images and/or film may be used for future promotional and marketing purposes by the Organiser and/or Partner/s with no remuneration; and
 - c. you must not photograph or film other participants at the Event without first obtaining their express consent.

GENERAL

30. By making a booking and/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.
31. The Partner is a third party which are 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

32. The Organiser may make changes to Event (that do not substantially vary the event).
33. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.
34. 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

35. You may have consumer rights under statute including under the Australian Consumer Law ("ACL") in the *Competition and Consumer Act 2010* (Cth), 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.accc.gov.au for more information about those rights.

36. To the extent permitted by law, if the Organiser's or Partner's 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.
37. Subject to paragraphs 40 and 41, 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).
38. 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.
39. All references to the Organiser and Partner in paragraphs 40 – 44 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

40. 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.
41. 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

42. In these Event Conditions, "including" is not a word of limitation.
43. 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.
44. If any provision of these Event Conditions is unlawful or unenforceable, the remaining provisions will continue in full force and effect.
45. These Event Conditions are governed by the laws of Queensland, Australia and the parties irrevocably submit to the jurisdiction of the courts having jurisdiction in Queensland, Australia.

