

DEXUS EVENT CONDITIONS

INDOOROOPILLY SHOPPING CENTRE / STYLE SESSIONS

Event Conditions

ORGANISER

1. These Event Conditions apply to the personal style sessions ("Event"), provided by Dexus Shopping Centres Pty Ltd , ABN 13 001 595 955 of Indooroopilly Shopping Centre, 322 Moggill Rd, Indooroopilly QLD 4068 ("Organiser") in conjunction with Individual Style ABN 13 431 711 653 "Cate Massi" & Champagne S'il Vous Plait ABN 79 891 058 662 "Rachael Gough" ("Partners").
2. Entry and participation in the Event are subject to these Event Conditions.

ELIGIBILITY

3. This Event is for individuals aged 18 or over who book and purchase a ticket to the Event.

EVENT PERIOD AND LOCATION

4. The Event will commence at Customer Service on Level 2 within Indooroopilly Shopping Centre ("Event Location").
5. The Event will take place on the session dated booked and purchased for on the Humanitix website <https://humanitix.com/au> between session time allocation booked and purchased for on Humanitix.

BOOKING

6. Tickets are available at \$230 per individual, plus a Humanitix booking fee of \$11.21 per individual. Payment must be made in full at the time of making the booking.
7. 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://humanitix.com/au>.
8. Please contact us at Email: marketing.indooroopilly@dexus.com ("Centre") OR Telephone: 07 3378 4022 ("Centre") for any queries regarding your booking or the Event.

TICKET INCLUSIONS

9. Each ticket to the Event includes the following:
 - a. 2-hour personal style session with one of the resident stylists
 - b. Complimentary tea or coffee
 - c. Complimentary valet parking if Style Session customer selects complimentary valet parking at the time of booking. Complimentary valet is only available for sessions on Thursday, Friday, Saturday & Sunday.

TRANSFERS, CANCELLATION AND REFUNDS

10. If you wish to change the time/day of your Event session, you must notify us by emailing marketing.indooroopilly@dexus.com with preferable rescheduled session from the available dates and times of the stylist you have booked at least 72 hours before your session time. We will endeavour to reschedule your booking to an alternative session, subject to availability.
11. If you can no longer attend your session and wish to cancel your booking, you must visit your Humanitix booking confirmation email and request for a ticket cancellation/refund 7 days prior to the event.
12. To be eligible for a refund on your Event ticket, a minimum of 7 days' notice is required. A refund of the Event ticket price, minus the booking fees incurred by Humanitix Limited will be issued. 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 7 days' notice of cancellation prior to the Event date, you will not be entitled to any refund.

RULES OF ENTRY

13. You must arrive at the Event Location at your session start time and present your ticket/booking confirmation email to stylist upon arrival.
14. If you are late to your booking, this time will be taken out of your 2-hour session and will not be added to additional time at the end of the session.
15. You, attending your booking 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 Partners or any of their respective related entities or of the agencies or companies associated with this Event; or
 - e. breach any laws.
16. If you under your booking act in the above manner or otherwise materially breach these Event Conditions, you 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

17. In order to manage your booking, communicate with you and conduct this Event, the Organiser and Partners may collect personal information about each participant specified in a booking (including through Humanitix Limited) and may, for this purpose, disclose such information to third parties, including the Organiser's and Partners 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.

18. 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.
19. If your personal information is collected by Partners, it will be handled, disclosed and otherwise used in accordance with their respective privacy policies available at <https://catemassistyling.com.au/privacy-policy> & <https://www.csvp.com.au/privacypolicy>.
20. 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 Partners authorised personnel;
 - b. the images and/or film may be used for future promotional and marketing purposes by the Organiser and/or Partners with no remuneration; and
 - c. you must not photograph or film other participants at the Event without first obtaining their express consent.

GENERAL

21. 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.

CHANGES TO THE EVENT

22. The Organiser may make changes to Event (that do not substantially vary the event).
23. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.
24. 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 & Partners such as; illness, weather conditions or operational reasons and the like, the Organiser will cancel or reschedule the Event in its reasonable discretion, and if practicable, provide you with a minimum 2 hours in such events. If a rescheduled session is not suitable the Event will be cancelled by the Organiser, we will refund you the amount paid for the ticket that could not be fulfilled (not including the Humanitix booking fee).

LIABILITY

25. 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.
26. 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.
27. 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).
28. 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.
29. All references to the Organiser and Partners in paragraphs 40 – 44 inclusive are references to the Organiser and Partners respectively, and to their respective 'related entities', where relevant, as defined under the *Corporations Act 2001* (Cth).

INTELLECTUAL PROPERTY

30. 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.
31. 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

32. In these Event Conditions, "including" is not a word of limitation.
33. 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.
34. If any provision of these Event Conditions is unlawful or unenforceable, the remaining provisions will continue in full force and effect.
35. 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.