

## DEXUS EVENT CONDITIONS

### BAYFAIR SHOPPING CENTRE / DROP 'N SHOP CINEMA CHILDCARE

#### Event Conditions

#### ORGANISER

1. These Event Conditions apply to the Bayfair Drop n Shop Cinema Childcare ("Event"), provided by Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is 19 Girven Road, Mount Maunganui 3116, New Zealand ("Organiser") [in conjunction with Playtime (NZBN 9429046306616) ("[Partner]")].
2. Entry and participation in the Event is subject to these Event Conditions.

#### ELIGIBILITY

3. This Event is for children aged 5 - 13 who purchase 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 Playtime staff.

#### EVENT PERIOD AND LOCATION

5. The Event will be conducted at United Cinemas Bayfair, 19 Girven Road, Mount Maunganui. ("Event Location").
6. Event sessions will run on the following dates and times:

Date	Time
Friday, 19 December 2025	9.30am – 11.00am 12.00pm – 1.50pm 2.20pm – 4.10pm
Monday, 22 December 2025	9.40am – 11.30am 11.30am – 1.30pm – 3.00pm
Tuesday, 23 December 2025	9.30am – 11.00am 12.00pm – 1.50pm 2.20pm – 4.10pm

## **BOOKING**

7. You must be aged 18 or over to book for the Event.
8. Tickets are available at \$10 per child under the age of 13 and includes the Humanitix booking fee and GST. Payment must be made in full at the time of making the booking.
9. A confirmation email will be sent from Humanitix to the Customer with a unique QR code to present at the time of the Event. The QR code represents one ticket and can only be presented once. Admission to the Event will not be permitted without the presentation of a valid QR code/ticket.
10. There is a maximum of 40 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](https://static.humanitix.com/pdfs/organiser_terms.pdf)
12. Please contact us at [marketing.bayfair@dexus.com](mailto:marketing.bayfair@dexus.com) for any queries regarding your booking or the Event.

## **TICKET INCLUSIONS**

13. Each ticket to the Event includes 1 x child movie ticket for United Cinemas Bayfair.
14. Playtime holds Ministry of Social Development Social Sector Accreditation Status in line with OSCAR guidelines. Playtime staff are all police vetted.
- 15.

## **TRANSFERS, CANCELLATION AND REFUNDS**

16. If you wish to change the time/day of your Event session, you must visit the Humanitix website or click the link included in your order confirmation and contact the organiser at least 24 hours before your booking to reschedule. 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 request this through the Humanitix booking site and contact the organiser.
18. If you provide us with at least 24 hours notice of cancellation prior to the Event date, you will be entitled to a refund of the full amount paid for your booking. 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.

## **RULES OF ENTRY**

19. You must arrive at the Event Location 10 minutes before your session time and present your booking confirmation email to Event staff upon arrival.
20. Failure to check in on time may result in missing the cinema childcare. No refunds or partial refunds will be issued for late attendees.
21. 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 Partners.
  - b. ensure children are toileted prior to the parent/ carer leaving the cinemas.
  - c. parent/ carer is to visit United Cinemas and complete the registration to sign in their child.
  - d. ensure if your child has allergies that Playtime staff are made aware
  - e. ensure that the parent/ carer will remain at Bayfair 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 Playtime 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/carers. The parent/carers is to return with the stub upon collection of their child.
  - h. ensure that the same parent/carers who registered the child needs to be the same parent/carers to collect the child.
  - i. agree that a First Aid trained Playtime Team Member will attend to their child in the first instance. Playtime will contact the parent/carers immediately and escalate to the Bayfair 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 Playtime staff and the parent/carers will be contacted to collect them.
  - k. agree that whilst Playtime act in the best interests of the children and take all reasonable steps to ensure their safety and wellbeing; Playtime and the Promoter will not be held responsible for any accident or injury sustained during the cinema session supervised by Playtime .
  - l. Agree that whilst reasonable care is taken with children's belongings and clothing. Playtime and the Promoter are not responsible for any loss or damage to children's belongings or clothing.
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 Partners 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 and Partners may collect personal information about each participant specified in a booking (including name, age contact number, allergies and any medical conditions we need to be aware of) 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.
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 [Privacy collection notice](#). 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.

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 [Humanitix Privacy and Cookie Policy - updated 3 June 2025](#)

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 or Partners authorised personnel;
  - b. the images and/or film may be used for future promotional and marketing purposes by the Organiser or 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 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.
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 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](http://www.accc.gov.au) for more information about those rights.
33. 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.
34. 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).
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 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

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.