

Bayfair Shopping Centre / Win a \$500 Feast in Dine at Bayfair

Terms and Conditions

1. These terms and conditions apply to entrants to the 'Win a \$500 Feast in Dine' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexux Shopping Centres Pty Ltd (ABN 13 001 595 955 / NZBN 9429036747153). The address is 19 Girven Road, Mount Maunganui 3116, New Zealand.
3. This promotion will be conducted on the website of Bayfair Shopping Centre, 19 Girven Road, Mount Maunganui, NZ. Ph: 07 572 0100 ("Centre").

ELIGIBILITY

4. This Promotion is only open to residents of New Zealand, aged 18 years or over, who are able to attend the Centre to claim the Prize within 30 days of being notified.
5. The following individuals are ineligible to enter the Promotion:
 - a. employees, directors, officers and management of the Promoter, any related bodies corporate of the Promoter, or any of the tenants or retailers in the participating Centre/s or any of the Promoter's agencies that are associated with the Promotion;
 - b. the spouse, de facto spouse, parent, child or sibling of an individual listed in paragraph a.; and
 - c. any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

6. This Promotion commences at 9am NZST on 15 January 2025 and ends at 6pm NZST on 30th June 2025. ("Promotion Period").

HOW TO ENTER

7. To enter this Promotion, eligible individuals must, during the Promotion Period: Complete the NPS Survey about their visit to Bayfair.

Entries must not appear to promote any goods or services other than those of the Centre or the Centre's retailers participating in this Promotion.

PRIZE DETERMINATION

8. The draws will take place at Bayfair Shopping Centre, 19 Girven Road, Mount Maunganui, Tuesday 1 July 2025. The Promoter may draw reserve entries and record them in order in case of an invalid entry/entrant or a prize is unclaimed. The prize is a \$500 Bayfair Gift Card.
9. The first entry selected randomly from the valid entries received during the Promotion Period, will win the prize of a \$500 Bayfair Gift Card.
10. This is a game of chance.

WINNER NOTIFICATION

11. The provisional winner will be notified by email within two days of determination. A provisional winner will only be deemed a winner once their identity is verified by the Promoter. A winner of the prize may have their name published on www.bayfair.co.nz for a period of 28 days after being notified.
12. Prizes can be redeemed from the CUSTOMER SERVICE DESK at Bayfair Shopping Centre, 19 Girven Road, Mt Maunganui, NZ. Bayfair Shopping Centre is open 9am-6pm NZST Saturday to Wednesday and 9am-9pm NZST Thursdays and Fridays.

PRIZES

13. The prize is a \$500 Bayfair Gift Card.

PRIZE CONDITIONS

14. Bayfair Gift Card Prizes are subject to the Bayfair Gift Card Terms and Conditions conditions listed on Bayfair Shopping Centre website here: [Gift cards - Bayfair](#)

UNCLAIMED PRIZES

15. Prize claim date: within 30 days of being notified.
16. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw, 31 days after the original winner was notified. The winner will be notified by email. Any winner of a prize may have their name published on www.bayfair.co.nz for a period of 28 days.

GENERAL

17. You must not:
 - a. tamper with the entry 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 www.bayfair.co.nz; or
 - g. behave in a way that is otherwise inappropriate.
18. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.
19. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.
20. Prizes are subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take a prize or an element of a prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash. Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

21. You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
22. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
23. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize or part of a prize with an equal or higher value and/or specification, subject to any written directions from a regulatory authority.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
25. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (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).
26. 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.
27. 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; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.
28. 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.
29. 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.
30. 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.
31. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice.

32. Entrants agree that they are fully responsible for any materials they submit in relation to this Promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the fullest extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - their Content shall not contain viruses or cause injury or harm to any person or entity;
 - the Content is the original work of the entrant that does not infringe the rights of any third party;
 - they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *New Zealand Copyright Act 1994* and warrant that they have the full authority to grant these rights; and
 - they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

33. 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 *New Zealand Consumer Guarantees Act 1993*, as well as any other implied warranties under similar consumer protection laws in New Zealand] ("Non-Excludable Guarantees").
34. 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:
- any technical difficulties or equipment malfunction;
 - any theft, unauthorised access or third party interference;
 - any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
 - any variation in the prize value to that stated in these Terms and Conditions;
 - any tax liability incurred by an entrant or winner; or
 - use of the prize,

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).

35. 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

36. 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.
37. 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 Dexus Group Privacy Policy, which is available at <http://www.dexus.com/who-we-are/privacy-policy>. 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.

38. If you have marked the “opt-in” box on the entry form relating to a third party collecting your personal information for the purpose of conducting this Promotion and/or using your personal information for that third party’s future promotional and marketing purposes, you consent to the storage and processing of your personal information on the specified third party’s database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the NZ SPAM Act 2007, the third party 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 and provided that the functional unsubscribe facility complies with the NZ SPAM Act 2007. You should contact the relevant third party/ies for their privacy policy/ies. The Promoter is not responsible for the collection, use, storage, or security of your personal information where you provide such information to a third party. It is your responsibility to review the relevant third party’s privacy policy to ensure you are comfortable with how that relevant third party will use and protect your personal information.
39. The Dexus 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.