

### **Terms and Conditions**

1. These terms and conditions apply to entrants to the '**40 years, \$40K to giveaway**' Centre Promotion ("Promotion"). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus 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 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 by the 30<sup>th</sup> of June 2025.
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 9.00am NZST on 8<sup>th</sup> of May 2025 and ends at 6.00pm NZST on 28<sup>th</sup> of May 2025 ("Promotion Period").

### **HOW TO ENTER**

7. To enter this Promotion, eligible individuals must, during the Promotion Period:

Visit Bayfair Shopping Centre, 19 Girven Road, Mount Maunganui NZ, find the Bayfair Birthday Cake installation and enter their details either into the iPad located onsite, or scan the QR code and enter their details in the online form on their own device.

### **LIMITS ON ENTRY**

8. One entry permitted per eligible person per day. Each entry must be submitted separately in accordance with these Terms and Conditions.

### **PRIZE DETERMINATION**

9. The draws will take place at Compco Retail Marketing, 1100 Grassy Gully Road, Buangla NSW 2541, Australia, at the draw times set out below. The Promoter may draw reserve entries and record them in order in case of an invalid entry/entrant or a prize is unclaimed.

<b>Draw</b>	<b>Draw Date</b>	<b>Draw Time</b>	<b>Prize</b>
<b>1 - Week One</b>	Friday, 16 May 2025	12.00pm NZST	1 x \$5,000 Bayfair Gift Card
<b>2 - Week Two</b>	Friday, 23 May 2025	12.00pm NZST	1 x \$5,000 Bayfair Gift Card
<b>3 - Week Three</b>	Friday, 30 May 2025	12.00pm NZST	1 x \$5,000 Bayfair Gift Card
<b>4 - Major Prize</b>	Friday, 30 May 2025	12.00pm NZST	1 x \$10,000 Bayfair Gift Card

10. The first entry selected randomly from the valid entries received during the relevant entry period will win the prize specified above for that draw.

11. This is a game of chance.

### **WINNER NOTIFICATION**

12. The provisional winner will be notified by phone or email within 5 days of determination. A provisional winner will only be deemed a winner once their identity is verified by the Promoter. A winner of a prize may have their name published on [www.bayfair.co.nz](http://www.bayfair.co.nz) on the 30<sup>th</sup> of May 2025 for a period of 28 days.

13. Prizes can be redeemed from the Bayfair Customer Service Desk at Bayfair Shopping Centre, 19 Girven Road, Mount Maunganui, New Zealand during core opening hours (Wednesday to Saturday 9.00am to 6.00pm and Thursdays and Fridays 9.00am to 9.00pm) by the 30<sup>th</sup> of June 2025 at 6.00pm NZST.

### **PRIZES**

	<b>Prize</b>	<b>Individual prize value</b>	<b>Quantity</b>	<b>Total</b>
<b>1</b>	Instant Prizes	\$20 Bayfair Gift Card	750	\$15,000
<b>2</b>	Weekly Prizes	\$5,000 in Bayfair Gift Cards	3	\$15,000
<b>3</b>	Major Prize	\$10,000 in Bayfair Gift Cards	1	\$10,000
<b>TOTAL</b>			754	\$40,000

14. Total prize pool valued at \$40,000.

### **PRIZE CONDITIONS**

15. All Bayfair Gift Cards prizes are subject to the following conditions: [Bayfair Gift Card Terms and Conditions](#)

### **UNCLAIMED PRIZES**

16. Instant prize claim date: On the same day as entering during core Centre opening hours. Saturday – Wednesday 9am – 6pm, Thursdays and Fridays 9am-9pm.

17. Weekly and Major prize claim date: 6pm, 30th June 2025.

18. 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, on the 1<sup>st</sup> of October 2025. The winner will be notified by phone or email. Any winner of a prize may have their name published on [www.bayfair.co.nz](http://www.bayfair.co.nz) for a period of 28 days.

## GENERAL

19. 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](http://www.bayfair.co.nz); or
- g. behave in a way that is otherwise inappropriate.

20. If relevant, incomplete, indecipherable or illegible entries will be deemed invalid.

21. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the identity of the entrant.

22. 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).

23. 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.

24. If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.

25. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

26. 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.

27. 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.

28. 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.
29. 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).
30. 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.
31. 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.
32. 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.
33. 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.
34. 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. 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.
35. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice.
36. 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").
37. 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:
  - a. any technical difficulties or equipment malfunction;
  - b. any theft, unauthorised access or third party interference;
  - c. any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;

- d. any variation in the prize value to that stated in these Terms and Conditions;
- e. any tax liability incurred by an entrant or winner; or
- f. 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).

38. 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

39. 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.
40. 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.
41. [Use if third parties (such as retailers) will also be collecting and using entrants' personal information] 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.
42. 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.