

Kids Fun Pass June/July 2024

Bayfair Shopping Centre

Terms and Conditions

1. These terms and conditions apply to purchasers of the 'Kids Fun Pass' 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 at Bayfair Shopping Centre, 19 Girven Road, Ph 07 575 9349 ("Centre").

ELIGIBILITY

4. This Promotion is only open to residents of New Zealand who are able to attend the Centre during the promotion period.
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.;

PROMOTION PERIOD

6. This Promotion commences at 9am on 20.06.2024 and ends at 6pm on 21.07.2024 ("Promotion Period").

HOW TO PURCHASE

1. To purchase this Promotion, during the Promotion Period: 1. Visit the Bayfair website at www.bayfair.co.nz and click on the "purchase tickets here" link on the Kids Fun Pass landing page. This link will click through to Humanitix event page, where Purchasers will be able to login and purchase their passes. Kids Fun Passes are only available for purchase online. 2. A confirmation email will be sent to the purchaser with the purchase details. Present this email with photo ID to the Bayfair Customer Service Desk during core centre hours to pick up the Fun Pass Vouchers.
2. Once a purchase is made by the Purchaser, the Purchaser acknowledges that the Promoter's decision in relation to any aspect of the Kids Fun Pass promotion is final and binding. Refunds will not be provided.
3. Purchases are only open to visitors of Bayfair Shopping Centre. All Purchasers must be over 18 years of age to purchase and redeem Kids Fun Passes. Users of the Kids Fun Pass vouchers can be up to 14 years of age.

4. The total price for the Kids Fun Pass is \$10 and includes the Humanitix booking fee and GST. All prices and values of the Kids Fun Passes are in New Zealand Dollars. Once the purchase has been made via Humanitix, a validation email will be sent to the Purchaser to confirm the order.
5. There is a limit to 5 Kids Fun Pass purchases per order. The promotion is while stocks last. There are 8000 Kids Fun Passes for sale in total.

HOW TO REDEEM

To redeem the Kids Fun Passes, the Purchaser must complete the following steps during the Promotional Period:

1. Present their email confirmation, as provided by Humanitix, with photo ID to a staff member at the Bayfair Customer Service Desk during core centre hours.
2. Bayfair Customer Service Team will issue the Kids Fun Pass vouchers and mark your order as being collected
3. Fun pass vouchers are valid for use Thursday 20 June – Sunday 21 July 2024 inclusive. Any unused vouchers at the end of the Promotion Period will be void. Customers must retain email confirmation as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a customers passes and forfeiture of any right to vouchers. Receipt(s) must clearly specify name and the number of passes purchased during the Promotional Period.

KIDS FUN PASS CONDITIONS

\$10 Game Credit at Timezone Bayfair - Children must be accompanied by an adult. Valid until 21st of July 2024. This voucher will not be extended or replaced and is not redeemable for cash. This voucher may not be sold, exchanged or used in conjunction with any other offer. Valid for use at Bayfair Timezone only, subject to venue capacity.

United Cinemas Bayfair Kids Movie Ticket - This voucher is valid for one children's admission only, up to 14 years of age, for all G, PG and M movies. This ticket does not guarantee a reserved seat. Seating is subject to availability at the time of redemption and is not redeemable for recliner seats. This voucher is valid until 21st of July 2024. This voucher will not be extended or replaced and is not redeemable for cash. This voucher may not be sold, exchanged or used in conjunction with any other offer. Standard film classifications apply. Valid for use at Bayfair United Cinemas only.

Food & Drink Offers

The Coffee Club Bayfair - Buy One Kids' Meal, Get One FREE. Ts&Cs apply. Only redeemable at The Coffee Club Bayfair Shopping Centre. Only valid for under 14s. Discount applies to lower priced item. Offer cannot be used in conjunction with other specials. Extras to be charged. Valid until the 21st of July.

Burger Burger Bayfair - \$10 Kids Meals. Classic lil' burger with a side of broccoli or fries and homemade soda. Ts&Cs apply. Offer cannot be used in conjunction with other specials. Valid until the 21st of July.

Boost Juice Bayfair - Kids Juice or a Smoothie + a Toastie for \$10. Ts&Cs apply. Offer cannot

be used in conjunction with other specials. Valid until the 21st of July.

Subway Bayfair – Free Cookie with any Sub, Wrap or a Salad. Ts&Cs apply. Offer cannot be used in conjunction with other specials. Valid until the 21st of July.

Shake Shed & Co Bayfair - Free upsize on Bubble Tea. Ts&Cs apply. Offer cannot be used in conjunction with other specials. Valid until the 21st of July.

Pita Pit Bayfair – Free Cookie with any Kids Pita or Main Menu Purchase. Ts&Cs apply. Offer cannot be used in conjunction with other specials. Valid until the 21st of July.

UNCLAIMED KIDS FUN PASSES

Kids Fun Pass can be claimed no later than 6pm Sunday 21st of July 2024 NZST.

Any Kids Fun Passes that have been purchased but remain unclaimed will not be refunded or the vouchers validity extended.

GENERAL

7. You must not:

- a. tamper with the purchase process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the purchase 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.

8. If relevant, incomplete, indecipherable or illegible purchases will be deemed invalid.

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

10. Kids Fun Passes are subject to the standard terms and conditions of individual retail providers. If for any reason a purchaser does not take a voucher or an element of a voucher at the time stipulated, then the voucher or that element of the voucher 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 retailer(s) may result in the voucher being cancelled or withdrawn without liability for the Promoter or the retailer(s).

11. If you (or your companion/s), 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 promotion, is contrary to law or is otherwise inappropriate, the Promoter may cancel the voucher or restrict you (and your companion/s) from participating in any elements of the promotion, at its discretion.

12. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a voucher.
13. If any voucher is unavailable due to reasons beyond the control of the Promoter, the Promoter at its discretion, reserves the right to substitute the voucher with a voucher with an equal or higher value and/or specification.
14. Vouchers, or any unused portion of a voucher, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
15. The Promoter reserves the right, at any time, to verify the validity of purchasers and to disqualify any purchaser who submits a purchase that is not in accordance with these Terms and Conditions or who tampers with the purchase process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. 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 a purchaser engaging in unauthorised intervention or fraud; or (b) suspend, terminate or cancel the Promotion, as appropriate.
17. 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.
18. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
19. Your purchase must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your purchase. You are responsible for your own costs associated with purchasing.
20. 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 the New Zealand] ("Non-Excludable Guarantees").
21. 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 voucher value to that stated in these Terms and Conditions;
- e. any tax liability incurred by a purchaser; or
- f. use of the vouchers,

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).

22. 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

23. 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.
24. 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 Dexu Group Privacy Policy, which is available at <http://www.dexu.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.
25. 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.

26. 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.