

## THE KIWI ROAD TRIP TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is AMP Capital Shopping Centres Pty Limited (ABN 13 001 595 955) of 33 Alfred Street, Sydney NSW 2000 AUSTRALIA
3. Entry is only open to New Zealand residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, tenants and their employees of the promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. This promotion will be conducted at the Bayfair Shopping Centre Management Office in Bayfair Shopping Centre, Tauranga ("**Centre**").
6. Promotion commences on Monday 19<sup>th</sup> April and ends at 6pm on Sunday 2<sup>nd</sup> May ("**Promotional Period**").
7. To enter, individuals must complete the following steps during the Promotional Period:
  1. Scan any of the seven (7) QR codes on the marked floor decals at Bayfair Shopping Centre.
  2. Upon scanning the QR code, the individual will access the competition web app, where they are given instructions to locate and scan the floor decals within Bayfair Shopping Centre.
  3. Each scanned floor decal will display an augmented reality landmark. The individual is required to tap to activate the landmark and earn tokens.
  4. The number of tokens earned increases per scanned decal and activated landmark.
  5. Each token collected acts as an entry into the prize draw. The more tokens an individual has, the more chances they will have to win the prizes.
  6. To be in the draw for a chance to win the prizes, the individual must complete the entry form during their Kiwi Road Trip adventure. The individual can continue to play and earn tokens after registration.
  7. An individual can play multiple times across multiple days, but only scan each decal and activate the landmark once per day.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Bayfair Shopping Centre, 19 Girven Road, Tauranga on 10th May 2021 at 10am ("**Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. An entrant does not need to be in attendance at the Draw in order to win a prize. Winners will be notified by email within two (2) business days of the Draw.
12. The Promoter's decision is final and no correspondence will be entered into.

13. The 20 valid entries drawn will win a \$500 Bayfair Gift Card each. A further 100 entries will be drawn to win 1 of 100 children's tickets to United Cinemas Bayfair
14. The following conditions apply to the prize(s):
  1. The winners must be able to collect their prize from Bayfair Shopping Centre, 19 Girven Road, Tauranga, during centre hours. Bayfair Shopping Centre gift cards carry their own terms and conditions and the responsibility of checking the terms and conditions and expiry period lies solely with the winners. Gift Card terms and conditions can be found here: <https://www.bayfair.co.nz/centre-info/gift-cards>
  2. There are 100 x children's tickets to United Cinemas Bayfair to be won as runner up prizes. See United Cinemas website [www.unitedcinemas.co.nz](http://www.unitedcinemas.co.nz) for full terms and conditions of vouchers.
15. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
16. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$11,100 NZD
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. Entrants consent to the Promoter using their 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 for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion is interfered with in any way 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, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
24. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. The Promoter collects personal information ("PI") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at [www.ampcapital.com](http://www.ampcapital.com). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how New Zealand entrants may complain about a breach of the New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of New Zealand (see the Promoter's Privacy Policy for details).