

“AMP CAPITAL HOSTED EVENT”
TERMS AND CONDITIONS

1. Information on ticketed events form part of these Terms and Conditions. When you (“**Customer**”) purchase tickets for this event, you are deemed to have accepted 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 telephone 07 928 3440 (“**Promoter**”).
3. The third-party ticketing platform used by the Promoter in connect with this event is Humanitix (“**Humanitix**”). Please refer to the Humanitix Terms and Conditions on the event ticket website for the Terms and Conditions that apply to ticket purchase via the event ticket website. By purchasing tickets to the event, you are also deemed to have accepted Humanitix Terms and Conditions.
4. Tickets can only be purchased by New Zealand residents aged 18 years or over.
5. Only one (1) ticket permitted per child attending.
6. The event will take place at United Cinemas Bayfair Shopping Centre, 19 Girven Rd, Mount Maunganui daily between the 16-24 December (“**Event**”).
7. Tickets will be available to be purchased from 16 December to 24 December (unless sold out prior to this date) via the Humanitix Event page. To purchase tickets, customers must complete the following steps:
 - a) Visit the Bayfair Shopping Centre website at www.bayfair.co.nz and click on the Event.
 - b) The Event page will click through to the Humanitix Event page where customers will be able to purchase tickets.
 - c) The total price is \$5 and includes Humanitix booking fee and GST. All prices are in NZ Dollars.
 - d) 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.
8. Customers must retain receipt(s) from Humanitix as proof of purchase of a ticket to the Event.
9. Once a purchase is made by the Customer, the Customer acknowledges that the Promoter’s decision in relation to any aspect of the Event is final and binding.
10. Unless required by law, a ticket refund will not be provided for change of mind or a failure to attend the Event. Tickets are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
11. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the purchase, use of tickets or attendance of the Event except for any liability which cannot be excluded by law.
12. It may be necessary for reasons beyond the Promoters control to cancel or postpone the Event. If:
 - a) the Event is cancelled by the Promoter, as soon as reasonably practicable the Promoter will notify the Customer that the Event has been cancelled, and advise that the amount paid for the ticket will be refunded to the Customer. The refund process will be completed by Humanitix.
 - b) the Event is postponed by the Promoter, as soon as reasonably practicable, the Promoter will notify the Customer that the Event has been postponed and give details of the postponed Event date. If following notification of the postponed Event date, the Customer no longer wishes to attend the Event, the Customer may request a refund from the Promoter within 30 days of receiving notification of the postponement from the Promoter. If the Promoter receives a refund request within the required timeframe, the amount paid for the ticket will be refunded to the

Customer. The refund process will be completed by Humanitix. If no refund request is received within the required timeframe, the Customer's ticket will be automatically transferred to the postponed Event date.

13. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment used, or by any computers or technology used by intermediaries, service providers, or business partners to facilitate the Event campaign or the Event generally.
14. Any cost associated with accessing the centre website or Humanitix event page is the customer's responsibility and is dependent on the internet service provider used.
15. By purchasing a ticket and attending the Event, you acknowledge that:
 - a) You and your children must behave in an appropriate manner at all times during the Event. The Promoter reserves the right to refuse entry to the Event if inappropriate behaviour (as determined by the Promoter in their absolute discretion) is exhibited. Any people who are noisy, disruptive, threatening or unruly will be asked to leave the Event;
 - b) you must comply with all directions and rules of the Promoter during the Event, including but not limited to all safety measures and security requirements; and
 - c) cameras, audio and video recorders may be present at the Event. You consent to being filmed or photographed by the Promoter (or its representatives) and the use (including in any publication or production) of any such photo or film by the Promoter in whole or in part, and in conjunction with any words or drawings, in electronic or print form and that no compensation or remuneration will be payable for such use.
16. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993, as well as any other implied warranties under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). 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) the Event generally; (b) attendance at the Event; (c) cancellation or postponement of the Event; (d) use of photographs, video or images; (e) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); or (f) any theft, unauthorised access or third party interference.
17. The Promoter collects personal information ("**PI**") in order to conduct the Event 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 Australian and New Zealand regulatory authorities. Entry to the Event 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. 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 Customer. The Privacy Policy also contains information about how Customers may opt out, access, update or correct their PI, how New Zealand entrants may complain about a breach of the New Zealand Privacy Act or any other applicable law and how those complaints will be dealt with. 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).