

MACQUARIE CENTRE KIDS CUBHOUSE

Terms and Conditions

1. These terms and conditions apply to the participants in the Kids Cubhouse Activities. Participation in these Activities is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is Corner Waterloo Rd, Macquarie Park NSW 2113.
3. This promotion will be conducted Macquarie Centre, Corner Waterloo Rd, Macquarie Park NSW 2113, 02 9887 0800 ("Centre").

ELIGIBILITY

4. These Activities are open to individuals who can attend the Centre and participate in the activities held between the 5 February and 30 October 2024.

HOW TO BOOK

5. To enter this Promotion, eligible individuals must, during the Promotion Period:
 - a. Visit <https://macquariecentre.com.au/kids-cubhouse/> to check the times of activities and booking information. Participation is only suitable for children aged 2-6 years old.
 - b. Bookings are required for specific activities and can be made by a parent or guardian on behalf of the participant. Parents/ guardians must be in attendance and supervise participants for the duration of the event.
6. On arrival for booked events, parents/ guardians must show their purchased tickets via QR code received or proof of ID.
 - a. If the events are not sold out, parents/guardians will be allowed to register on the spot.
 - b. If any participant is more than 5 minutes late to a booked event, you will be deemed as a no-show and your spot may be allocated to another participant.
 - c. If the event is sold out, we will allow walk-in participants to join a session if there are no-shows.
7. On arrival to open events, parents/guardians will register their child/rens participation via a QR code in the set.

GENERAL

8. You must not:
 - a. tamper with the booking 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 activation;
 - 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. behave in a way that is otherwise inappropriate.
9. If relevant, incomplete, indecipherable or illegible bookings will be deemed invalid.
10. If there is a dispute as to the identity of the entrant, the Promoter reserves the right to determine the

identity of the entrant.

11. If specified, in order to participate in the activity/activities, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to participate in the activities. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
12. 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 your booking or restrict you (and your companion/s) from participating in any elements of the activity, at its discretion.
13. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, participate in an activity with.
14. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice throughout the durations of the activities (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).
15. 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 makes a booking 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.
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 an booking engaging in unauthorised intervention or fraud.
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. 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.
19. Your booking must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. You are responsible for your own costs associated with bookings.
20. The Promoter is not responsible for any tax implications arising from your booking/s. You should seek independent financial advice. If for GST purposes this Promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

21. 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:
- a. 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;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. the Content is the original work of the entrant that does not infringe the rights of any third party;
 - d. they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - e. 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.

22. As a condition of entering this promotion, each entrant grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, worldwide, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for future promotional, marketing or publicity purposes, in any media, without compensation.
23. 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 *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia (“Non-Excludable Guarantees”).
24. 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;

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).

25. 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

26. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant

and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.

27. By entering, 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 where required by the *Spam Act 2003* (Cth), 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 and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). 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 competition. 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 disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.
28. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.