#### MACQUARIE CENTRE | NAIDOC WEEK WORKSHOPS

#### **Event Conditions**

## ORGANISER

- 1. These Event Conditions apply to the NAIDOC Week Workshops ("Event"), provided by Macquarie Centre, ABN 13 001 595 955 of Corner Waterloo Road, Macquarie Park NSW 2113 ("Organiser") in conjunction with Balgarra Designs, ABN 95 393 757 970 ("Partner").
- 2. Entry and participation in the Event is subject to these Event Conditions.

### ELIGIBILITY

- 3. Children between the ages of 2 12 years old and who book a ticket to the Event.
- 4. All participants under the age of 18 must receive permission from a parent/guardian to participate and must be accompanied and supervised by a parent/guardian during the Event. Adults cannot attend the Event if they are unaccompanied by a child.

### EVENT PERIOD AND LOCATION

- 5. The Event will be conducted at Centre Court located on Level 1, near Kmart at Macquarie Centre ("Event Location").
- 6. Event sessions will run on the following dates and times:

Date	Time (AEST)	Workshop
Tuesday, 8 July 2025	10:00AM – 10:45AM	Boomerang Decorating
Tuesday, 8 July 2025	10:45AM – 11:30AM	Boomerang Decorating
Tuesday, 8 July 2025	11:30AM – 12:15PM	Boomerang Decorating
Tuesday, 8 July 2025	1:15PM – 2:00PM	Boomerang Decorating
Tuesday, 8 July 2025	2:00PM – 2:45PM	Boomerang Decorating
Wednesday, 9 July 2025	10:00AM – 10:45AM	Magnet Decorating
Wednesday, 9 July 2025	10:45AM – 11:30AM	Magnet Decorating
Wednesday, 9 July 2025	11:30AM – 12:15PM	Magnet Decorating
Wednesday, 9 July 2025	1:15PM – 2:00PM	Magnet Decorating
Wednesday, 9 July 2025	2:00PM – 2:45PM	Magnet Decorating

## BOOKING

- 7. You must be aged 18 or over to book for the Event.
- Bookings may be made online at <u>https://events.humanitix.com/naidoc-week-2025-boomerang-decorating</u> ("Booking Website") between Wednesday 2 July, 2025 and Wednesday 9 July, 2025, while tickets last. All bookings are subject to availability. Your booking only takes effect when you receive email confirmation of your booking.
- 9. It is free to book a ticket and participate in the Event.
- 10. All individuals attending the Event, including children, supervising parents/guardians and companions, must have a ticket under a booking.
- 11. There are a maximum of 20 places available (including supervising parents/guardians) for each session.
- 12. Online bookings are subject to additional terms and conditions reasonably imposed by the booking provider HUMANITIX LIMITED, ABN 32 618 780 439, including those available at <u>Attendee Terms updated 3 June 2025.docx</u>
- 13. Please contact us at <u>marketing@macquariecentre.com.au</u> for any queries regarding your booking or the Event.

# TICKET INCLUSIONS

- 14. Each ticket to the Event includes the following:
  - a. The provision of workshop materials
  - b. The finished workshop product to take home
- 15. All Event staff that interact with children at the Event will hold a valid Working with Children Check.

### TRANSFERS, CANCELLATION AND REFUNDS

- 16. If you wish to change the time/day of your Event session, you must visit the Humanitix website or click the link included in your order confirmation and contact the organiser at least 24 hours before your booking to reschedule. We will endeavour to reschedule your booking to an alternative session, subject to availability.
- 17. If you can no longer attend your session and wish to cancel your booking, you must request this through the Humanitix booking site and contact the organiser at <u>marketing@macquariecentre.com.au</u>

Any cancellations can be completed through the Humanitix website, or through the Humanitix confirmation email received at the time of booking the event.

### **RULES OF ENTRY**

- 18. You must arrive at the Event Location 10 minutes before your session time and present your booking confirmation email and/or QR code to Event staff upon arrival.
- 19. Failure to check in on time may result in missing The Event. No refunds or partial refunds will be issues for late attendees.
- 20. You, and individuals attending under your booking (including children and companions), must:

- a. comply with all reasonable instructions provided by Event staff and authorised personnel associated with the Event including authorised personnel of the Organiser and Partner.
- b. Agree and acknowledge that the Event involves decorating and workshop supplies which may contain traces of allergens
- c. Inform the Organiser and Partner of any allergies or medical conditions (including skin allergies/conditions) when booking The Event ticket via Humanitix or upon arrival at The Event.
- d. Agree and acknowledge that attendees are responsible for their personal belongings. The Organiser and Partner are not liable for any lost or stolen items.
- 21. All participants under the age of 18 must be supervised and accompanied by a parent/guardian at all times.
- 22. You, and any individuals attending under your booking (including children and companions) must not:
  - a. engage in any conduct that may jeopardise the proper conduct of the Event or the health and safety of staff or participants;
  - b. engage in any conduct that may result in physical damage at the Event Location;
  - c. act in a disruptive, annoying, threatening, abusive or harassing manner, or any other manner that is otherwise inappropriate;
  - d. do anything that may diminish the good name or reputation of the Organiser or Partner or any related entities or of the agencies or companies associated with this Event; or
  - e. breach any laws.
- 23. If you or any individuals attending under your booking (including children and companions) act in the above manner or otherwise materially breach these Event Conditions, you and those individuals may be refused entry or asked to leave the Event Location and be restricted from participating in the Event, in the Organiser's (or its authorised personnel's) reasonable discretion.

# COLLECTION AND USE OF PERSONAL INFORMATION

- 24. In order to manage your booking, communicate with you and conduct this Event, the Organiser and/or Partner may collect personal information about each participant specified in a booking (including through Humanitix and may, for this purpose, disclose such information to third parties, including the Organiser's and/or Partner's contractors and agents for the purpose of conducting the Event. Participation in the Event is conditional on providing this personal information. If you have opted in to receive promotional material from the Organiser or third parties associated with the Event, the Organiser or third party (as relevant) may send you news about upcoming events, activities and promotions.
- 25. The Organiser may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at <a href="http://www.dexus.com/who-we-are/privacy-policy">www.dexus.com/who-we-are/privacy-policy</a>. The Dexus Group Privacy Policy also contains information about how participants may access, update or correct their personal information and how participants may make a complaint about how the Organiser handles your personal information and how those complaints will be dealt with.
- 26. You agree that, by attending the Event:
  - a. you and any individuals attending under your booking (including any children and companions) may be photographed and/or filmed by the Organiser's and/or Partner/s authorised personnel;
  - b. the images and/or film may be used for future promotional and marketing purposes by the Organiser and/or Partner/s with no remuneration; and
  - c. you must not photograph or film other participants at the Event without first obtaining their express consent.

#### GENERAL

- 27. By making a booking and/or attending the Event, you accept these Event Conditions, forming an agreement between you and the Organiser (each, a "Party"). If you are making a booking for any minors (being participants under the age of 18), you accept these Event Conditions both on your own behalf and on behalf of the minor/s, as applicable.
- 28. The Partner is a third party which is separate from the Organiser. The Organiser is not responsible for the conduct of the Partner or any other third parties that are otherwise associated with the Event.

#### CHANGES TO THE EVENT

- 29. The Organiser may make changes to Event (that do not substantially vary the event).
- 30. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.
- 31. If the Event is interfered with or is not capable of being conducted as reasonably anticipated due to events or reasons beyond the reasonable control of the Organiser (for example, due to security or operational reasons, weather conditions, government directives, a pandemic, public health orders and the like), the Organiser may terminate, suspend or cancel the Event in its reasonable discretion, and if practicable, provide you with reasonable notice, in which event, you will not be entitled to a refund of any amount paid for tickets to the Event (if applicable). If the Event is terminated, suspended or cancelled for any other reason by the Organiser, we will refund you the amount paid for the tickets (if applicable) that could not be fulfilled.

#### LIABILITY

- 32. You may have consumer rights under statute including under the Australian Consumer Law ("ACL") in the *Competition and Consumer Act 2010* (Cth), which may be applicable to the supply of goods or services by us in relation to this Event and cannot be excluded or restricted. Nothing in these Event Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 33. To the extent permitted by law, if the Organiser's or Partner's supply of goods or services in connection with the Event or under these Event Conditions is within the meaning prescribed under the ACL, then the Organiser's or Partner's liability (as applicable) for any failure to comply with a statutory guarantee, condition or warranty that cannot be excluded under statute is limited to (at the Organiser's or Partner's choice (as applicable):
  - a. in the case of services; the cost of supplying the services again or payment of the cost of having the services supplied again; and
  - b. in the case of goods; the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.
- 34. Subject to paragraphs 40 and 41, neither Party will be liable to the other for consequential, indirect, special, incidental, exemplary or economic damage or loss (including loss of use, loss of revenue, loss of profit, business interruption, costs of procurement of substitution of goods, technology or services or loss of information) arising from a breach of these Event Conditions (including any claim in negligence, equity or otherwise).
- 35. To the fullest extent permitted by law, each Party's total liability to the other Party for any loss, liability or damage suffered by that other Party in connection with the Event or these Event Conditions (including under statute, in contract, negligence, or otherwise) is limited to \$1,000, and will be reduced by the extent (if any) to which the other Party causes or contributes to that loss, liability or damage.

36. All references to the Organiser and Partner's in paragraphs 40 – 44 inclusive are references to the Organiser and Partner's respectively, and to their respective 'related entities', where relevant, as defined under the *Corporations Act 2001* (Cth).

#### INTELLECTUAL PROPERTY

- 37. The Organiser is the copyright owner of the material on the Booking Website or is licensed by the copyright owner to use such material on the Booking Website. All trademarks, brands, names and other intellectual property appearing on the Booking Website are the property of their respective owners.
- 38. You are not granted any rights, title or interest in the material on the Booking Website. You must not adapt, reproduce, publish, distribute or transmit any of the material on the Booking Website without the express written consent of the Organiser and any other relevant intellectual property rights owners (as applicable).

### **MISCELLANEOUS**

- 39. In these Event Conditions, "including" is not a word of limitation.
- 40. The Organiser may assign, novate or otherwise deal with any of its rights or obligations under these Event Conditions without obtaining your consent, if to do so will be unlikely to cause any material detriment to you.
- 41. If any provision of these Event Conditions is unlawful or unenforceable, the remaining provisions will continue in full force and effect.
- 42. These Event Conditions are governed by the laws of New South Wales, Australia and the parties irrevocably submit to the jurisdiction of the courts having jurisdiction in New South Wales, Australia.