

DEXUS EVENT CONDITIONS

Gasworks Plaza / Dogs Day Out Market

Event Conditions

ORGANISER

1. These Event Conditions apply to the Dogs Day Out Market (“Event”), provided by Gasworks Plaza, Dexus Shopping Centres, ABN (13001595955) of 76 Skyring Terrace, Newstead QLD 4006 (“Organiser”) in conjunction with The Market Folk, ABN 19655950039 (“Partner”).
2. Entry and participation in the Event is subject to these Event Conditions.

ELIGIBILITY

3. This Event is open to all ages. Participants under 16 must receive permission from a parent/guardian to participate and must be accompanied and supervised by a parent/guardian during the Event.
4. Dogs are welcome to attend the event, provided they are under the control of a responsible adult handler.

EVENT PERIOD AND LOCATION

5. The Event will be conducted at The Gasometer adjacent to Gasworks Plaza (“Event Location”).
6. The Event will take place on Saturday 27 June 2026 between 9am – 1pm AEST.

RULES OF ENTRY

7. 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. Dog owners are fully responsible for: their dog’s behaviour, health and wellbeing during the event duration, including any injury, damage or disruption caused by their dog
 - c. Dogs that are aggressive, unwell or highly anxious may not be allowed entry into the event by the Event staff;
 - d. Children must always be supervised;
 - e. Always ask permission from the person holding the lead before patting someone’s dog;
 - f. Dog owners must clean up after their dogs promptly and dispose of waste appropriately;
 - g. Consumption of food and treats (including pet treats) should be done responsibly and with awareness of allergies or sensitivities;
 - h. Smoking and consumption of alcohol is prohibited inside the Event space;
 - i. We have a zero tolerance policy for abusive, criminal or antisocial behaviour. The Event staff reserve the right to remove any attendees that are seen displaying inappropriate behaviour or if Event staff reasonably believe the safety of other attendees is at risk during the event;

- j. Distribution of any promotional material, soliciting customers or promoting goods or services without written consent of the "Organiser" is not permitted;
 - k. Photos taken of you and/or your dog(s) at the markets by Market Staff may be used for marketing or promotional material without compensation, in any media. If you do not want to be photographed, please advise staff at the time.
8. All participants under the age of 16 must be supervised and accompanied by a parent/guardian at all times.
9. You, and any individuals attending (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 of their respective related entities or of the agencies or companies associated with this Event; or
 - e. breach any laws.
10. If you or any individuals attending (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.
11. You agree that, by attending the Event:
- a. you and any individuals attending with you (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 with no remuneration; and
 - c. you must not photograph or film other participants at the Event without first obtaining their express consent.

GENERAL

12. 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 16), you accept these Event Conditions both on your own behalf and on behalf of the minor/s, as applicable.
13. 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

14. The Organiser may make changes to the Event (that do not substantially vary the event).
15. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.

16. 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.

LIABILITY

17. 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 ("Non-Excludable Guarantees"). Nothing in these Event Conditions excludes or restricts the Non-Excludable Guarantees. See www.accc.gov.au for more information about those rights.
18. 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.
19. Subject to paragraphs 18 and 19, 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).
20. 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), 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.

All references to the Organiser and Partner in paragraphs 18-21 inclusive are references to the Organiser and Partner respectively, and to their respective 'related entities' as defined under the *Corporations Act 2001* (Cth) and 'related companies' as defined under the *Companies Act 1993*, where relevant.

MISCELLANEOUS

21. In these Event Conditions, "including" is not a word of limitation.
22. 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.
23. If any provision of these Event Conditions is unlawful or unenforceable, the remaining provisions will continue in full force and effect.

These Event Conditions are governed by the laws of Queensland and the parties irrevocably submit to the jurisdiction of the courts having jurisdiction in Queensland, Australia.

