

DEXUS EVENT CONDITIONS

Gasworks Plaza /Enchanted Garden

Event Conditions

ORGANISER

1. These Event Conditions apply to the Gasworks Plaza Enchanted Garden school holiday activity ("Event"), organised by Dexus Shopping Centre (ABN 13001595955) 76 Skyring Tce, Newstead, Queensland 4006, in conjunction with The Market Folk, ABN 19655950039.
2. Entry and participation in the Event is subject to these Event Conditions.

ELIGIBILITY

3. This Event is open for children/individuals between the ages of 4 and 16 who have either booked for the Event or who are visiting Gasworks Plaza on the day of the Event.
4. Participants can register for the Event on the booking site at www.humanitix.com or walk-in on the day.
5. All participants under the age of 16 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

6. The Event will be conducted within the Gasometer, an open-air precinct located adjacent to Gasworks Plaza, Newstead ("Event Location").
7. The Event includes a garden gnome hunt, gnome painting workshop and complimentary children's face painting.
8. The Event will take place on Saturday 4 July between 9am – 1pm AEST.
9. Total number of attendees is 100.
10. Event sessions will run on the following dates and times:

Time AEST	Number of Attendees
9:00am – 10:00am	25
10:00am – 11:00am	25
11:00am – 12:00pm	25
12:00pm – 1:00pm	25

BOOKING

11. You must be aged 18 or over to make a booking for a child/children attending the Event.
12. Bookings can be made online via [Humanitix](#), or in person by registering at the Registration Desk located inside The Gasometer between 8:30am and 12:00pm, subject to availability. All bookings are confirmed only upon receipt of a confirmation email. Walk-in registrations are available while places remain available.
13. Pre-booked tickets are free per child aged 4-16 years.
14. The online booking system secures a guaranteed session time in advance. Walk-in registrations are offered on a first come, first served basis and may involve waiting or limited availability.
15. All children between the ages of 4-16 if participating in the Event, must have a ticket under a booking and the booking confirmation must be presented at the registration desk on the day of the event .
16. There are 25 places available per session, with a maximum of four (4) tickets permitted per booking.
17. A limited number of places may be reserved for walk-in registrations at the Organiser's discretion. Walk-in participation is not guaranteed.
18. Online bookings are subject to additional terms and conditions reasonably imposed by the Humanitix page including those available at https://static.humanitix.com/pdfs/attendee_terms.pdf
19. Please contact us at gasworks.marketing@dexus.com for any queries regarding your booking or the Event.

TICKET INCLUSIONS

20. Each ticket to the Event includes entry to one gnome painting workshop, a painted gnome and a face painting slot.
21. Proof of ticket (digital or printed) must be presented on arrival.
22. Event staff that interact with children at the Event will hold a valid AU - Working with Children Check.

TRANSFERS, CANCELLATION AND REFUNDS

23. If you wish to change the time of your Event session, you must visit <https://events.humanitix.com/enchanted-garden-gnome-painting-gasworks-plaza>. You will be able to reschedule your booking to an alternative session, subject to availability.
24. If you can no longer attend your session and wish to cancel your booking, you must modify or cancel your booking on Humanitix event page no later than 24 hours prior to the event.
25. Tickets are non-transferable and cannot be reassigned, or used by any person other than the individual specified at the time of booking.

RULES OF ENTRY

26. You must arrive at the Event location 15 minutes before your session time and present your event booking confirmation to Event staff at the registration desk located inside the Gasometer upon arrival.
27. A grace period of 10 minutes after the scheduled start time will be allowed for late arrivals.
28. If a participant arrives later than 10 minutes after their allocated session time:
 - a. Entry to the gnome hunt activity may not be guaranteed
 - b. The Organiser reserves the right to reassign the spot to walk-in participants
29. 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 representatives of the Organiser and Partner/s;
 - b. alcohol consumption and smoking are not permitted within the Event Location;
 - c. children who are unwell or displaying symptoms of illness must not attend the Event;
 - d. any behaviour that is disruptive, unsafe, or inappropriate may result in removal from the Event without refund;
 - e. parents/guardians are fully responsible for the supervision, behaviour, and safety of their children at all times during the Event;
 - f. the Organiser will take reasonable steps to provide a safe environment but is not responsible for any accidents, injuries, or loss or theft of personal belongings; and
 - g. participants must follow all directions given by Event staff, the Organiser, and/or the Partner.
30. All participants under the age of 16 must be supervised and accompanied by a parent/guardian at all times.
31. 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 the Partner or any of its/their respective related entities or of the agencies or companies associated with this Event; or
 - e. breach any laws.
32. 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

33. In order to manage your booking, communicate with you about this Event and conduct this Event, the Organiser and/or Partner/s may collect personal information about each participant specified in a booking including through Humanitix page and may, for this purpose, provide such information to third parties, including the Organiser's and/or Partner/s contractors and agents for the sole 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.
34. The Organiser may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is available at www.dexus.com/who-we-are/privacy-policy. 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.
35. If your personal information is collected by the Partner, it will be handled, disclosed and otherwise used in accordance with its respective privacy policy available at [Terms of service](#). The Organiser is not responsible for the collection, use, storage, or security of your personal information where you provide such information to the Partner. It is your responsibility to review the relevant Partner's privacy policy to ensure you are comfortable with how that Partner will use and protect your personal information.
36. 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;
 - c. if you do not consent to you or your child being photographed or filmed, you must notify the Organiser in advance of the Event or advise Event staff upon arrival, and the Organiser will take reasonable steps to accommodate your request; and
 - d. you must not photograph or film other participants at the Event without first obtaining their express consent.

GENERAL

37. 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.
38. 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

39. The Event is held within an open-air precinct and may be impacted by weather conditions.
40. The Organiser may make changes to Event (that do not substantially vary the event).

41. The Organiser may reschedule or delay the Event if it determines it is reasonably necessary to do so upon written notice to you.
42. 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

43. 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.
44. To the extent permitted by law, if the Organiser's or Partner 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'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.
45. Subject to paragraphs 43 and 44, 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).

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.

46. All references to the Organiser and Partner/s in paragraphs 43 – 45 inclusive are references to the Organiser and Partner/s respectively, and to their respective 'related entities' as defined under the *Corporations Act 2001* (Cth) 'related companies' as defined under the *Companies Act 1993*, where relevant.

INTELLECTUAL PROPERTY

47. 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.

48. 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

49. In these Event Conditions, "including" is not a word of limitation.

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.

50. 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 Queensland, Australia and the parties irrevocably submit to the jurisdiction of the courts having jurisdiction in Queensland, Australia.