

TERMS & CONDITIONS SKATEFEST MON 10 – SUN 23 JAN 2022

1. Information on ticketed events form part of these Terms and Conditions. When you (“**Customer**”) ORDER (FREE EVENT) 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) 5581 5100 (“**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 ORDERING (FREE EVENT)] tickets to the event, you are also deemed to have accepted Humanitix Terms and Conditions.
4. Tickets can only be ORDERED by Australian residents aged 18 years or over.
5. Only one (1) ticket permitted per person.
6. The event will take place at Pacific Fair Shopping Centre, Hooker Boulevard, Broadbeach, QLD 4218 on Monday 10 January from 8am to 4pm Sunday 23 January 2022 (“**Event**”).
7. Tickets will be available to be ORDERED from Wed 29 Dec 2021 to Sun 23 Jan 2022 (unless sold out prior to this date) via the Humanitix Event page. To purchase tickets, customers must complete the following steps:
 - a) Visit the Pacific Fair website at <https://www.pacificfair.com.au/> and click on the Event.
 - b) The Event page will click through to the Humanitix Event page where customers will be able to ORDER tickets.
 - c) 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 ORDER 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. 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 ORDER, use of tickets or attendance of the Event except for any liability which cannot be excluded by law.
11. 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.



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12. Any cost associated with accessing the centre website or Humanitix event page is the entrant's responsibility and is dependent on the internet service provider used.
13. By ORDERING (FREE EVENT) a ticket and attending the Event, you acknowledge that:
 - a) you 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, drunk, 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.
14. 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 Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in NSW ("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.
15. 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 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 Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).
16. All attendees at and participants in, The Event, must observe the following conditions and acknowledge that:
 - a) Bookings are essential for COVID-19 tracking and to prevent crowding at entry points.
 - b) This event is operating in compliance with a COVID Safe Event Plan. Follow the rules and keep us all safe. Practice social distancing. Wash your hands regularly. Be prepared to leave your contact details for tracing purposes.



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- c) Stay at home if you are unwell or have a cough, fever, sore throat, fatigue or shortness of breath, have travelled from overseas or a COVID-19 hotspot within the last 14 days or have been in close contact with a person who is positive for COVID-19.
 - d) Must use hand sanitiser before entry.
 - e) Please adhere to physical distancing floor decals when lining up for your timeslot.
 - f) Maintaining physical distancing requirements is the individual's responsibility.
 - g) We have the right to refuse service and insist the anyone with these symptoms leaves the venue.
 - h) If you become unwell during the event, please seek assistance from event staff.
 - i) All customers must always listen and obey workshops operators
17. Pacific Fair Shopping Centre may be contacted to discuss any aspect of the terms and conditions on (07) 5581 5100, pacificfairmarketing@ampcapital.com

KINGSWOOD CREATIVE (EVENT OPERATOR)

All customers make sign a participation waiver on entry as following.

1. All attendees at and participants in, The Event, must observe the following conditions and acknowledge that:
 - a. All persons enter at their own risk;
 - b. Bookings are essential for COVID-19 tracking and to prevent crowding at entry points.
 - c. This event is operating in compliance with a COVID Safe Event Plan. Follow the rules and keep us all safe. Practice social distancing. Wash your hands regularly. Be prepared to leave your contact details for tracing purposes.
 - d. Stay at home if you are unwell or have a cough, fever, sore throat, fatigue or shortness of breath, have travelled from overseas or a COVID-19 hotspot within the last 14 days or have been in close contact with a person who is positive for COVID-19.
 - e. Must use hand sanitiser before entry.
 - f. Please adhere to physical distancing floor decals when lining up for your timeslot.
 - g. Maintaining physical distancing requirements is the individual's responsibility.
 - h. We have the right to refuse service and insist the anyone with these symptoms leaves the venue.
 - i. If you become unwell during the event, please seek assistance from event staff.
 - j. All customers must always listen and obey workshops operators. Customers disobeying instructions will be asked to leave the ride.
 - k. Please book only once to allow as many Pacific Fair customers to experiences this free activation. Multiple day bookings may be cancelled and notified.
 - l. Children under 5 years of age must always be accompanied by an adult;
 - m. Parent/ guardians are responsible for the safety of children within their care and must always actively supervise any children within their care and acknowledge that the staff of the Operator cannot supervise persons (including children) who are under the supervision on others.
 - n. Skate Skool & Roller skating–
 - i. Children 5+ years.
 - o. Open Skate Jam–
 - i. No offensive or abusive language will be tolerated;
 - ii. Please be courteous and respectful of all patrons and staff;
 - iii. Participants must obey the instructions and directions of event staff;
 - p. Participants disobeying the instructions/directions of event staff and/or Event signage will be asked to leave;
 - q. Event staff will enforce the above rules for the safety and enjoyment of all attendees and participants
 - r. Pacific Fair Shopping Centre reserve the right to refuse entry or remove any person from the Event conduct including vandalism, stealing, offensive behaviour, queue line jumping, failure to properly supervise persons under their care, failure to follow instructions or failure to comply with the Terms and Conditions generally.
 - s. Participants must not be under the influence of illicit substances or alcohol. Participants who are believed to be under the influence of illicit substances or alcohol will be removed from the Event Operator.
 - t. Participants with medical conditions are responsible for assessing whether they can participate in the Event.

I acknowledge and agree that:

1. ASSUMPTION OF RISK.

- a. Participation in or attendance at the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others, and the condition of the facilities and equipment. Further, there may be other risks not
- b. known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and
- c. unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in the Event. I consent to
- d. treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs
- e. associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.

2. RELEASE FROM LIABILITY

- a. I, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge Kingswood Creative and the affiliates and
- b. subsidiaries of Kingswood Creative, their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event
- c. sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (collectively the "Released Parties") from any and all claims or causes of
- d. action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or
- e. all of the Released Parties or otherwise, to the fullest extent permitted by law.

3. AUTHORISATION TO RECORD AND TO USE RECORDINGS and NAME.

- a. I hereby grant to Kingswood
- b. Creative its affiliates, subsidiaries, successors, assigns and licensees (collectively "Kingswood Creative") permission to film, photograph, video record and otherwise record my image, voice,
- c. avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording at the Event (collectively the "Recording") and the right, throughout the
- d. world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner
- e. now known or hereafter developed, in connection with the Event or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or
- f. editing of the Recording or my name. Kingswood Creative shall have no obligation to use any of the rights I grant. I represent and warrant that it is not necessary for Kingswood Creative to
- g. obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

4. LICENSE TO USE COMMENTS, FEEDBACK AND IDEAS.



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- a. I hereby grant to
- b. Kingswood Creative a perpetual licence to use all comments, feedback and ideas I may share with them and any intellectual property contained in such comments, feedback and ideas,
- c. without notice, compensation or acknowledgement to me, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and
- d. creating, modifying or improving products and services.

5. DISPUTE RESOLUTION.

- a. In the event of any dispute between me and any of the Released Parties (defined above), before
- b. commencing any proceedings arising out of a dispute I agree that we must use reasonable endeavours to resolve the dispute by mediation or such other alternative dispute resolution procedure
- c. (including expert determination) as they may agree to but, if the dispute is not resolved within a reasonable time by such alternative dispute resolution procedures (in any case not longer than
- d. sixty (60) days unless extended by agreement), either party may commence proceedings in a court or tribunal of competent jurisdiction.

6. PROTECTIVE EQUIPMENT

- a. I hereby agree to wear
- b. suitable enclosed shoes plus a tee shirt and shorts as the minimum protective equipment at all times whilst participating (Helmet Optional for 15 Years +)

7. DECLARATION FOR MINORS

- a. If you are under 18 years of age on the day this declaration is signed, the declaration must be signed by your parent or guardian. I warrant and certify that I am the parent or guardian of the child
- b. named below ("My Child"), who is the age specified, on the date of the Event and that he/she has my consent and is capable of participating in the Event. I confirm I have read and understand
- c. the above declaration, warranty and release and that I agree, on behalf of My Child, to be bound by each of those conditions having done so, I sign voluntarily.