

**BUILD-A-BEAR WORKSHOP PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of 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. Bookings under 18 years old must have parental/guardian approval to book and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. This promotion will be conducted at Pacific Fair Shopping Centre in Broadbeach, QLD (“**Centre**”).
5. Promotion commences on Monday 29 June 2020 and ends at Friday 10 July 2020 (“**Promotional Period**”).
6. To participate in the promotional school holiday workshops, attendees must:
  - Bookings are required.
  - One ticket per child. 8 children per workshop.
  - Due to COVID-19 store customer number restrictions only 1 parent is allowed instore per child booked. Parental supervisions required. Unfortunately, additional children not participating in the booked sessions are unable to attend the sessions.
  - Please wait in line outside store to check in for your workshop booking.
  - Please remember to practise physical distancing whilst in-store or waiting to enter.
  - Selection between marshmallow cub, white bunny or sweet mocha bunny. Subject to availability on day of booking.
  - Selection of tee colours are subject to availability on day of booking.
  - Each session is approximately 45 minutes.
  - Additional clothing and accessories will be available to guests for additional purchase.
  - Social distancing requirements will be adhered to.
  - All equipment will be cleaned with disinfectant before and after each session.
  - Utilize hand sanitiser provided.
7. Only one (1) bookings permitted per child over the promotional period.
8. Entrants must show booking confirmation on entry.
9. The Promoter reserves the right, at any time, to verify the validity of bookings (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. Workshop value is \$33.

12. Bookings consent to the Promoter using event images (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
13. 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) 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 the promotion.
14. 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) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
15. The Promoter collects personal information ("**PI**") in order to conduct the workshops during COVID-19 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 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](http://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 entrant. The Privacy Policy also contains information about how entrants 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).

**NSW Permit No. LTPM/18/03547**