

## CONDITIONS OF ENTRY

### SKATEFEST 2021

### Mon 11 – SUN 24 JAN 2021

1. These Terms and Conditions apply to all promotions conducted by Pacific Fair Shopping Centre. By participating in the Event, Participants accept these Terms and Conditions. These Terms and Conditions may be amended or replaced from time to time; entrants should check the promotion page on the Pacific Fair Shopping Centre website.
2. 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 –
    - i. Children 5+ years.
  - o. Design Skool -
    - i. Open to all ages
  - p. 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;



PACIFIC FAIR

- q. Participants disobeying the instructions/directions of event staff and/or Event signage will be asked to leave;
  - r. Event staff will enforce the above rules for the safety and enjoyment of all attendees and participants
  - s. 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.
  - t. 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.
  - u. Participants with medical conditions are responsible for assessing whether they can participate in the Event.
3. Pacific Fair Shopping Centre, their employees and agents shall have no liability whatsoever in negligence, breach of contract or statute or statutory duty (including conditions or warranties implied by the Trade Practices Act 1974 or by the relevant fair trading legislation) to the Participant, his/her Dependent/s or legal representatives for personal injury or death suffered by the Participant arising in any way whatsoever in connection with the Event, including but not limited to the layout, design, construction and maintenance of the ice rinks and surrounds or the presence of people or objects thereon or nearby, or any associated activities associated in any way with being at The Event;
  4. The Participant acknowledges that participation in the Event may be dangerous with many inherent risks as a result of which personal injury (and sometimes death) may arise and assumes and accepts all such risks and hereby waives the right to sue the Operator and Pacific Fair Shopping Centre and all related entities for any personal injury or death in any way whatsoever arising from the Event Operator.
  5. The Participant authorises the Operator and Pacific Fair Shopping Centre to take all steps it considers reasonably necessary to protect the Participant's welfare in the event of personal injury, including the administration of emergency first aid and medical treatment as set out on the signage displayed at The Event;
  6. The Participant irrevocably consents to the Operator photographing or filming the Participant, or any minor accompanied by the Participant, when at The Event, for use for promotional purposes, including television, film, internet and all other forms of media, recording or reproduction, without any entitlement for any compensation or financial payment;
  7. Participants will be required to provide their name, phone number, email address and address to participate in the free Event in compliance with the events COVID-19 Safe Event Plan.
  8. The Event begins 9am (AEST) on Monday 11 January 2021 and concludes 4pm (AEST) on Sunday 24 January 2021.
  9. The information Participants provide may be used by Pacific Fair Shopping Centre for the purpose of conducting this promotion. By participating in this Event, Participants consent to the use of any information provided by themselves to be used for marketing purposes of Pacific Fair Shopping Centre.
  10. Pacific Fair Shopping Centre is bound by the National Privacy Principles in the Privacy Act 1988. Participants can request access to their personal information from Pacific Fair Shopping Centre.

11. Pacific Fair Shopping Centre may be contacted to discuss any aspect of the terms and conditions on (07) 5581 5100, [pacificfairmarketing@ampcapital.com](mailto:pacificfairmarketing@ampcapital.com)

## **KINGSWOOD CREATIVE (EVENT OPERATOR)**

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

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
- b. 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
- c. 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
- d. 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
- e. 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
- f. 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.**

- 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.