CALOUNDRA SHOPPING CENTRE TODDLER TUESDAYS EVENTS

TERMS AND CONDITIONS

- 1. Information on how to register and participate form part of these Terms and Conditions. Registration and participation in this event are deemed acceptance of these Terms and Conditions.
- 2. Bookings are essential, and spaces are limited to 10 Participants per session.
- 3. Participation is only suitable for children aged 2 years old and over.
- 4. Parents/guardians/carers must be in attendance and supervise Participants for the duration of the Event.
- 5. Bookings must be made on behalf of Participants by parents/guardians/carers on the corresponding Humanitix Event pages, accessible via: <u>caloundrashoppingcentre.com.au/whats-on/toddler-tuesdays-cal</u>
- 6. All materials and equipment will be supplied for the Event and on arrival parents/guardians/carers of Participants will receive one (1) complimentary small coffee card redeemable at the stores listed on the card.
- 7. On arrival, parents/guardians/carers of Participants must show their ticket and proof of ID. If parents/guardians/carers refuse or are unable to show proof of registration or ID they will be deemed ineligible to participate.
- 8. Any ancillary costs associated with redeeming complimentary regular coffee cards are not included.
- 9. Complimentary coffee cards, or any unused portion of the complimentary coffee card, are not transferable or exchangeable and cannot be taken as cash.
- 10. If this Event is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate, or cancel the Event, as appropriate.
- 11. Any cost associated with accessing the Event booking page is the Participant's responsibility and is dependent on the Internet service provider used.
- 12. 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 the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (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 Event.

- 13. The Promoters collect 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, gift suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in its Privacy Policy, which can be viewed at <u>caloundrashoppingcentre.com.au/privacy-policy</u>.
- 14. In addition to any use that may be outlined in the Promoters' Privacy Policy, the Promoters 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 participants may opt out, access, update or correct their PI, how participants 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 Promoters. Unless otherwise indicated by the Promoters, the Promoters may disclose PI to entities outside of Australia (for a list of the countries, see the Promoters' Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the Event participants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoters are not liable in this regard.
- 15. The Promoter is The Trust Company (Australia) Ltd ACF HN10T, Suite 3.05, Level 3, 203-233 New South Head Road, Edgecliff NSW 2027.