

## MACQUARIE CENTRE CUDDLES IN THE BURROW

### Terms and Conditions

1. These terms and conditions apply to entrants participating in 'Cuddles in the Burrow' Centre Promotion ("Promotion"). Participation in this event is deemed acceptance of these Terms and Conditions.
2. The "Promoter" is Dexus Shopping Centres Pty Ltd (ABN 13 001 595 955). The address is Corner Waterloo Rd, Macquarie Park NSW 2113. ].
3. This promotion will be conducted at Macquarie Centre, Corner Waterloo Rd, Macquarie Park NSW 2113, 02 9887 0800 ("Centre").

### ELIGIBILITY

4. Participation is open to individuals who can attend the Centre from 3pm-6pm AEST on the 28 March 2024 and 1pm – 4pm AEST on the 30 March 2024.

### HOW TO ENTER

5. To enter this event, eligible individuals must, during the Promotion Period:
  - a. Visit <https://www.macquariecentre.com.au/easter/> to check the times Cuddles in the Burrow is available.
  - b. Attend the Centre from 3pm-6pm AEST on the 28 March 2024 and 1pm – 4pm AEST on the 30 March 2024.

### GENERAL

6. You must not:
  - a. engage in any conduct that may jeopardise the fair and proper conduct of this Promotion;
  - b. act in a disruptive, annoying, threatening, abusive or harassing manner;
  - c. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion;
  - d. breach any law;
  - e. behave in a way that is otherwise inappropriate.
7. For event-based/activities, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
8. If specified, to participate in the activity/activities, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
9. If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this event, is contrary to law or is otherwise inappropriate, the Promoter may restrict you (and your companion/s) from

participating in any elements of the event, at its discretion.

10. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or the Promoter's retailer(s).
11. If this Promotion is interfered with or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right to the fullest extent permitted by law to (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
12. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
13. The Promoter (including their respective officers, employees and agents) exclude 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, including without limitation:
  - a. any technical difficulties or equipment malfunction;
  - b. any theft, unauthorised access or third party interference;
  - c. any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in the event details that stated in these Terms and Conditions;

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).

14. This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

## **PRIVACY**

15. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, if required, to Australian regulatory authorities. Participation in the Promotion is conditional on providing this information.
16. By entering, you consent to the Promoter using this information for promotional, marketing, publicity and research purposes, including telephoning the entrant or sending email or SMS messages provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). You also consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. The Promoter may use your personal information for such other purposes as set out in the Dexus Group Privacy Policy, which is

available at <http://www.dexus.com/who-we-are/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia, including in the United States, Europe and the Asia-Pacific region.

17. The Dexus Group Privacy Policy also contains information about how entrants may access, update or correct their personal information and how Australian entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with.