# "HIGHPOINT – EASTER FUN PASS" TERMS AND CONDITIONS

- 1. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is GPT Management Holdings Limited ABN 67 113 510 188, 631 Level 52 MLC Centre, 19-29 Martin Place, Sydney, NSW 2000 Australia. ("**Promoter**").
- 3. This promotion will be conducted at Highpoint Shopping Centre, 120/200 Rosamond Road, Maribyrnong VIC 3032 ("Centre").
- 4. A *FUN PASS* will be available for purchase from Friday 1 March 2024 until Tuesday 12 March 2024 (the "Purchasing Period") or while stocks last.
- 5. A *FUN PASS* can be collected at Highpoint Shopping Centre from 9AM Saturday 30 March 2024 to 6PM Sunday 28 April 2024 (the "Promotion Period").
- 6. Participating Retailers ("Participating Retailers") include SuperPark, Hoyts, The Funderdome, Strike, Timezone, Tom's Confectionery Warehouse, Daniel Donuts, Koko Black, Machi Machi, The Pancake Parlour, San Churro, GYG, Sushi Hub, Little Byrd and Fly Motion at Highpoint Shopping Centre only.
- 7. If, for any reason, the Purchaser does not redeem or use their *FUN PASS* during the specified Promotion Period, the *FUN PASS* will be deemed invalid and cash or other prizes will not be offered in replacement.
- 8. A FUN PASS is valid to be redeemed for the offers outlined in clause 20 with the exception of the offer under clause 20(j).
- 9. The Promoter has the right to request a proof of age identification to verify the age of the Purchaser, such as a valid and current VIC Driver's License, Passport or Age Card.
- 10. Participating Retailers have the right to request proof of age identification to verify the age of the a person redeeming an offer, such as a Passport, School Card or Age Card.
- 11. To purchase and collect a FUN PASS, individuals must complete the following steps during the Purchasing Period:
  - **a)** Visit <a href="https://www.highpoint.com.au/campaigns/adventure-awaits/easter-fun-pass">https://www.highpoint.com.au/campaigns/adventure-awaits/easter-fun-pass</a> to purchase your ticket/s.
  - b) Once the Humanitix FUN PASS page loads, select 'Buy Tickets'
  - c) Select the number of FUN PASS they wish to purchase
  - d) Complete the relevant fields including contact details, user details and credit card information.
  - e) Present the confirmation email and QR code to Guest Service Team from to collect their FUN PASS.
  - f) Present their FUN PASS to Participating Retailers to redeem their offer.
- 12. The total price excludes the Humanitix booking fee and includes GST. All prices and values of the *FUN PASS* are in Australian Dollars.
- 13. Should the Purchaser's contact details change during the Purchasing Period or the Promotion Period, it is the Purchaser's responsibility to notify the Promoter. A request to access or modify any information provided in an entry must be directed to the Promoter only.
- 14. Entrants must retain their confirmation email, ticket email and tax invoice(s) from Humanitix as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of the individuals purchases and forfeiture of any right to their *FUN PASS*.
- 15. The Promoter's decision in relation to any aspect of the FUN PASS is final and binding.
- 16. Refunds will be allowed up to 1 day prior to the event launch on 30 March 2024. In the event that a

Purchaser is no longer able to attend due to medical or health reasons, the Purchaser will need to contact Highpoint Shopping Centre and provide relevant documentation. Refunds will be reviewed on a case by case basis.

- 17. The Promoter reserves the right, at any time, to verify the validity of purchases and the purchaser (including a purchaser'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 purchasing process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper payments of the *FUN PASS*. 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.
- 18. If there is a dispute as to the identity of a purchaser, the Promoter reserves the right, in its sole discretion, to determine the identity of the purchaser.
- 19. The following terms and conditions apply to Participating Retailers of the *FUN PASS*:

#### a) SuperPark - 1x 1 hour Pass:

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x 1 hour Pass, valued at \$20.00.
- iii. Valid from 30 March 28 April 2024.
- iv. 1 hour pass available from 3-6pm during redemption period, subject to availability.
- v. Online booking only.
- vi. Valid at Highpoint store only.

## b) Hoyts - 1x Adult or Child Ticket:

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Adult or Child Ticket, valued at \$25 and \$19.50.
- iii. Valid from 30 March 28 April 2024.
- iv. Walk in only, subject to availability.
- v. Valid at Highpoint store only.

## c) Strike - 1x A choice of Karaoke or Darts:

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x A choice of Karaoke or Darts, valued at \$100 and \$17.
- iii. Valid from 30 March 31 April 2024.
- iv. Customers are able to redeem 1 hour of Karaoke or 20 minutes of Darts.
- v. Walk in only, subject to availability.
- vi. Valid at Highpoint store only.

#### d) Timezone - 1x \$10 Powercard credit

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x \$10 Powercard credit, valued at \$10.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.
- v. Visit https://www.timezonegames.com/en-au/terms-and-conditions for further information.

## e) Tom's Confectionery Warehouse - 1x Dinosaur Ride, plus half price on Human Claw Machine

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Dinosaur Ride, valued at \$15.
- iii. Redeemable for 1x half price on Human Claw Machine, valued at \$12.50.
- iv. Valid from 30 March 31 April 2024.
- v. Valid at Highpoint store only.
- vi. This voucher cannot be sold, exchanged, extended, replaced or used in conjunction with any other offer.
- vii. This voucher cannot be replaced or refunded if lost, stolen or damaged.
- viii. The voucher must be surrendered at the time of redemption subject to Tom's Confectionery Warehouse terms of conditions available.

## f) Daniels Donuts - X1 Donut of your choice

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1 x free Donut of your choice, valued at \$4.50.

- iii. Valid from 30 March 31 April 2024.
- iv. Valid at Highpoint store only.

## g) Machi Machi - 1x Medium Pekoe Jasmine Green Tea

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Medium Pekoe Jasmine Green Tea, valued at \$6.
- iii. Valid from 30 March 28 April 2024.
- v. Valid at Highpoint store only.

#### h) San Churro - 1x Churro Fries

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Churro Fries, valued at \$6.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.

## i) Koko Black - 1x Regular Signature Hot Chocolate

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Regular Signature Hot Chocolate, valued at \$9.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.

## j) Pancake Parlour - 1x Single Stack Pancake

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Single Stack Pancake, valued at \$17.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.

## k) GYG – Free make it a meal with any burrito or bowl purchased

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x free make it a meal with any burrito or bowl purchased, valued at \$5.50
- iii. Excludes mini burrito and mini bowl.
- iv. Valid from 30 March 28 April 2024.
- v. Valid at Highpoint store only.

## I) Sushi Hub - Buy 2 get 1 Free

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Buy 2 get 1 Free, valued at \$4.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.

## m) Little Byrd - Buy 1 get 1 Free

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Buy 1 get 1 Free, valued at \$5.50.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.

## n) Fly Motion - 1x Single Stack Pancake

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x Single Stack Pancake, valued at \$17.
- iii. Valid from 30 March 28 April 2024.
- iv. Valid at Highpoint store only.

## o) Pancake Parlour - 1x 25% off

- i. FUN PASS must be presented to redeem offer.
- ii. Redeemable for 1x 25% off, valued at \$12.
- iii. Valid from 2 April 15 April 2024.
- iv. Valid at Highpoint store only.
- 20. Each offer listed at clause 20 can only be redeemed once for each FUN PASS used.
- 21. All offers are subject to any further terms and conditions of the Participating Retailers. Any further terms and conditions can be found by contacting the relevant Participating Retailer.
- 22. FUN PASS is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

- 23. Purchases are deemed to be received at the time of receipt into the Promoter's database. 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 campaign.
- 24. By purchasing a *FUN PASS*, Purchasers are providing consent for the Promoter to hold and use their personal information.
- 25. If for any reason the Promotion cannot be implemented as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the offer), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the offer. The Promoter may in its sole discretion disqualify any individual who tampers with the purchasing process.
- 26. Any cost associated with accessing the website/Humanitix page is the Purchasers responsibility and is dependent on the Internet service provider used.
- 27. 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 VIC ("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.
- 28. 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 purchase 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 ticket 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 ticket.
- 29. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Participating Retailers 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 GPT Privacy Policy 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).