

“HIGHPOINT – 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 15 September 2023 until Monday 16 October 2023 (**the “Purchasing Period”**) or while stocks last.
5. A *FUN PASS* can be collected at Highpoint Shopping Centre from 9AM Friday 15 September 2023 to 6PM Monday 16 October 2023 (**the “Promotion Period”**).
6. Participating Retailers (“**Participating Retailers**”) include Hoyts, Strike, Timezone, The Funderdome, The Pancake Parlour, Daniels Donuts, Gelatissimo, Max Brenner, Jeremy’s Ocean Boat and Ben & Jerry’s 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 only by individuals up to 15 years, 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 <https://www.highpoint.com.au/what-s-happening/highpoint-fun-pass> and click on the “Buy Now” button.
 - 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 15 September.** 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) **HOYTS Cinema - X1 Child Ticket + Small Popcorn:**
 - i. *FUN PASS* must be presented to redeem offer.
 - ii. Redeemable for 1 x free Child Ticket + Small Popcorn, valued at \$21.70.
 - iii. Does not include any redemption points or prizes.
 - iv. Valid from 16 September - 31 December 2023.
 - v. Valid for children aged between 3 and 15 years of age.
 - vi. Valid at Highpoint store only.
 - b) **Strike - X2 games of Kids Laser Tag:**
 - i. *FUN PASS* must be presented to redeem offer.
 - ii. Redeemable for 2 x free games of Kids Laser Tag, valued at \$24.
 - iii. Walk in only, subject to availability.
 - iv. Available daily during store trading hours.
 - v. Valid for children under 18 years of age.
 - vi. Valid at Highpoint store only.
 - c) **Timezone - X1 \$10 Powercard credit:**
 - i. *FUN PASS* must be presented to redeem offer.
 - ii. Redeemable for 1 x free \$10 Powercard credit, valued at \$10.
 - iii. Refer to powercard terms and conditions: <https://www.timezonegames.com/en-au/terms-and-conditions>
 - iv. Available daily during store trading hours.
 - v. Valid at Highpoint store only.
 - d) **The Funderdome - X1 9-hole game of Mini Golf**
 - i. *FUN PASS* must be presented to redeem offer.
 - ii. Redeemable for 1 x free 9-hole game of Mini Golf, valued at \$18.
 - iii. Valid at Highpoint store only.
 - iv. Offer expires 31 January 2024.
 - e) **The Pancake Parlour - X1 Single Stack Pancake**
 - i. *FUN PASS* must be presented to redeem offer.
 - ii. Redeemable for 1 x free Single Stack Pancake, valued at \$12.90.
 - iii. Available daily during store trading hours.
 - iv. Valid at Highpoint store only.
 - 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. Available daily during store trading hours.
 - iv. Valid at Highpoint store only.
 - g) **Gelatissimo - X1 Single Scoop of Gelato**
 - i. *FUN PASS* must be presented to redeem offer.
 - ii. Redeemable for 1 x free Single Scoop of Gelato, valued at \$6.
 - iii. Available daily during store trading hours.
 - iv. Valid at Highpoint store only.
 - h) **Max Brenner - X1 Strawberry Chocolate Dip**

- i. *FUN PASS* must be presented to redeem offer.
- ii. Redeemable for 1 x free Strawberry Chocolate Dip, valued at \$10.95.
- iii. Available daily during store trading hours.
- iv. Valid at Highpoint store only.

i) Jeremy's Ocean Boat - x1 Jeremy's Kids pack of your choice

- i. *FUN PASS* must be presented to redeem offer.
- ii. Redeemable for 1 x free Jeremy's Kids pack of your choice, valued at \$9.
- iii. Available daily during store trading hours.
- iv. Valid at Highpoint store only.

j) Ben & Jerry's - Take 20% off any large Ben & Jerry's ice cream cake

- i. *FUN PASS* must be presented to redeem offer.
- ii. Redeemable for 1 x 20% off any large Ben & Jerry's ice cream cake, valued at \$95.
- iii. Available daily during store trading hours.
- 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).