

# INDOOROOPILLY

SHOPPING CENTRE

## TERMS AND CONDITIONS

### ICE RINK AUSTRALIA AND INDOOROOPILLY SHOPPING CENTRE

#### 29 JUNE – 14 JULY 2019 - THE ICE-SKATING EVENT

1. These Terms and Conditions apply to all promotions conducted by Indooroopilly 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 Indooroopilly Shopping Centre website.
2. Ice Rink Australia Pty Ltd (Operator) is responsible for the operation and supervision of the Event and for enforcing these Terms and Conditions to the Event.
3. All attendees at and participants in, The Event, must observe the following conditions and acknowledge that:
  - a. All persons skate at their own risk;
  - b. Children under 5 years of age must be accompanied by an adult at all times;
  - c. Children under the age of 2 years old are not permitted on the ice rink under any circumstances;
  - d. Parent/ guardians are responsible for the safety of children within their care and must actively supervise any children within their care at all times, and acknowledge that the staff of the Operator will not take responsibility for the supervision of any persons in their care and it is solely the responsibility of the Parent / Guardian.
  - e. All patrons must always wear ice skates on the ice rink – i.e.: other footwear/no footwear is not permitted;
  - f. No pushing;
  - g. No speed or dangerous skating;
  - h. No carrying of children on the ice;
  - i. No chasing or playing tag on the ice;
  - j. No linking of three or more skaters;
  - k. No throwing or spraying of ice;
  - l. No digging holes or damaging of the ice or barriers;
  - m. No sitting on the barriers;
  - n. No food, no drinks, no smoking, no video games to be used whilst on the ice;
  - o. No offensive or abusive language will be tolerated;
  - p. Please be courteous and respectful of all patrons and staff;
  - q. The ice rink surface may be uneven or wet and caution must be exercised;
  - r. Participants must obey the instructions and directions of ice rink and any Event staff;
  - s. Participants disobeying the instructions/directions of ice rink and any Event staff and/or Event signage will be asked to leave the ice rink;
  - t. Ice rink and any Event staff will enforce the above rules for the safety and enjoyment of all attendees and participants
  - u. The Operator and the Indooroopilly 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.

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- v. Patrons are not permitted to participate in Ice Skating if they are 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
  - w. Participants with medical conditions are responsible for assessing whether they can safely participate in the ice-skating event (including associated activities) and should seek further advice from medical professionals.
4. The Operator and Indooroopilly 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;
5. 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 Indooroopilly Shopping Centre and all related entities for any personal injury or death in any way whatsoever arising from the Event.
6. The Participant authorises the Operator and Indooroopilly 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;
7. 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;
8. Participants will be required to provide their name, email address and postcode to participate in the Event.
9. The Event begins 10am (AEST) on Saturday 29 June 2019 and concludes 4pm (AEST) on Sunday 14 July 2019.
10. The information Participants provide may be used by Indooroopilly 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 Indooroopilly Shopping Centre.
11. Indooroopilly Shopping Centre is bound by the National Privacy Principles in the Privacy Act 1988. Participants can request access to their personal information from Indooroopilly Shopping Centre.
12. Indooroopilly Shopping Centre may be contacted to discuss any aspect of the terms and conditions on 07 3378 4022, [marketing.indooroopilly@ampcapital.com](mailto:marketing.indooroopilly@ampcapital.com)