CHADSTONE SANTA PHOTOGRAPHY

TERMS AND CONDITIONS

These Terms and Conditions are in reference to Chadstone Shopping Centres Santa Experience 2019.

Organiser

1. The Chadstone Shopping Centres Santa Experience 2019 (the Event) is provided by Vicinity Centres PM Pty Ltd ABN 96 101 504 045 (the Promoter) in its own capacity and in its capacity as agent for the Contracting Parties for the Centre, being Perpetual Limited (ACN 000 421 827) in its capacity as custodian of the Vicinity NVN Trust ABN 43 813 342 348, Vicinity Funds RE Ltd (ACN 084 098 180) in its capacity as trustee of the Vicinity NVN Trust ABN 43 813 342 348 and Bridgehead Pty Ltd (ACN 006 082 515).

2. Eventopia Pty Ltd (ACN 151 324 382) is providing the infrastructure for the ticketing (issuing and sales) for the Event and District Agency Pty Limited (ACN 143 906 263) is the Event Organiser. By making a booking for the Event, you also agree to abide by any terms and conditions imposed by Eventopia Pty Ltd and District Agency Pty Limited as available on their websites, and as amended from time to time.

Access to Event Area

3. The Event Area will be located outside of Target on the Ground level of Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone, Victoria 3148. The Event Area will be fully wheelchair accessible. For assistance in getting to the Event Area, please visit www.chadstone.com.au.

4. Access to the Event Area will be available between 1pm on 6 November 2019 and 5pm on 24 December 2019 (during Chadstone Shopping Centre’s opening hours) and is strictly limited to bookings made in accordance with these Terms and Conditions, which are subject to change from time to time.

5. By making a booking for the Event, you agree to these Terms and Conditions and to comply with any reasonable directions of the Promoter or Event Organiser, including their authorised agents. Any parent or guardian of a minor (being under the age of 18 years) attending the Event acknowledges and agrees to the following matters, on their own behalf and on behalf of the minor, and agrees to accompany and supervise the minor at all times.

6. In order to enter the Event Area, you must have made a booking with Eventopia online at https://www.eventopia.co/ and provide evidence of the booking (e.g. a digital or a ‘print at home’ receipt) to Event Organiser staff at the Event Area at your allocated booking time.

7. You must arrive at the Event Area five (5) minutes prior to your allocated booking time and line up where directed to by Event Organiser staff. If you have missed your allocated booking time, the Event Organiser will use reasonable efforts to allow you to have your session if there is a place available. However, the Event Organiser provides no guarantee that a place will be available. The Event Organiser reserves the right to refuse you entry to the Event Area if you arrive late to your allocated booking time. Refunds will not be provided if you miss your allocated booking time and there is no space available at the time you arrive at the Event Area for your session to be held.
8. You must not be under the influence of drugs or alcohol and must act responsibly and follow reasonable requests made by the Promoter and Event Organiser staff, including security staff. If you are found to have breached these requirements or are participating in anti-social behaviour, you may be refused entry or be required to leave the Event Area. This includes if you or your companions:
   a. engage in conduct that may jeopardise the proper conduct of the Event;
   b. act in a disruptive, annoying, threatening, abusive, unlawful, harassing or otherwise inappropriate manner including doing anything that may diminish the good name or reputation of Chadstone Shopping Centre; or
   c. breach these Terms and Conditions or any instructions or rules provided by the Promoter or Event Organiser's staff.

9. No food or drink will be permitted within the Event Area at any time.

10. You agree that, by attending the Event Area, you may be photographed and/or filmed by the Promoter or Event Organiser. The images and/or film may be used for future promotional purposes by the Promoter at no cost and without further request for consent. See our privacy policy at https://www.vicinity.com.au/privacy-policy for further information about how we collect and handle personal information.

Booking

11. Prior to attending the Event Area, you are required to make a booking with Eventopia at https://www.eventopia.co/. Bookings are not transferable. Limited places are available and all available session times can be viewed at www.chadstone.com.au. Each booking is individually barcoded. All bookings made through Eventopia are subject to Eventopia's terms and conditions of booking (including any applicable terms of payment) as amended from time to time, which can be located at www.eventopia.co. Payment must be made in full by credit card at the time of making the booking. You will receive an email confirmation once the booking and payment has been processed, which will include a digital or ‘print at home’ receipt that you are required to show to Event Organiser staff at the Event Area at your allocated booking time.

12. Prior to making a booking, all persons aged 18 years or over who are making a booking (including parents/guardians of children under 18 years of age) must first be a member (or sign up to become a member) of Chadstone First by entering their details at www.chadstone.com.au and agreeing to the Vicinity Digital Terms (https://www.vicinity.com.au/terms-and-conditions) and Vicinity Newsletter Privacy Notice (https://www.vicinity.com.au/media/747124/privacy-notice.pdf). By signing up to Chadstone First, you consent to receiving the latest centre news, updates and promotions (by any means of electronic communication) from Vicinity Centres PM Pty Ltd ABN 96 101 504 045 on behalf of Chadstone.

13. There are two booking options available for the Event, both of which can be found online at https://www.eventopia.co/:
   a. Digital Experience valued at $45.00 (plus GST):
      Receive a personalised Chadstone Santa Experience image gallery with photos captured by a professional photographer. Your gallery will contain a minimum of ten (10) images to keep and share with family and friends. The Promoter, Eventopia and the Event Organiser are not responsible if your mobile/electronic device is not sufficiently capable to receive the digital images at your allocated booking time.
   b. Digital and Print Experience valued at $60.00 (plus GST):
Receive a personalised Chadstone Santa Experience image gallery with photos captured by a professional photographer. Your gallery will contain a minimum of ten (10) images to keep and share with family and friends. The Promoter, Eventopia and the Event Organiser are not responsible if your mobile/electronic device is not sufficiently capable to receive the digital images at your allocated booking time. You will also receive one (1) stunning 5” x 7” print of the photo of your choice during your allocated booking time. Due to time constraints, only one (1) printed photo will be provided to you. However, you can print the photos from your mobile/electronic device at a variety of retailers at Chadstone Shopping Centre.

14. If you wish to book a Sensitive Santa session (which refers to a lowered sensory Santa experience in the centre before opening hours) visit www.chadstone.com.au to view available sessions and make a booking in accordance with paragraphs 11 to 13.

15. For any queries in relation to your booking, please contact info@eventopia.com.

Alterations/Cancellations of Bookings

16. We understand that in some circumstances you may wish to change your booking for the Event to a different day/time after the booking and payment has been received by Eventopia.

17. If it is more than 48 hours prior to your allocated booking time, you are able to book a new session (subject to online availability) on https://www.eventopia.co/ and have your original allocated booking re-funded (less any applicable booking fees and subject to you complying with the below paragraph). If you wish to change an allocated booking time within 48 hours of the allocated booking time, your ability to book a new session will be subject to online availability, and if the session cannot be re-booked, Eventopia will not provide a refund of the booking amount.

18. As referred to in the above paragraph, if you wish to change your allocated booking time to another day/time and it is more than 48 hours prior to your allocated booking time, you must undertake the following steps:
   a) Book and purchase your preferred new session online at https://www.eventopia.co/;
   b) Once the new booking has been made, contact Eventopia at help@eventopia.co with both your original order number and new order number, to obtain a refund of your original payment.

You will then be issued with a refund for your original booking (less any applicable booking fees) to the same credit card with which you paid for the original booking, within 1 – 5 business days of making the request for a refund.

19. If you wish to re-schedule an Early Bird booking (which means a booking made before 24 November 2019 at the standard rate for the Digital Experience and for the Digital and Print Experience) and re-book a session outside of the Early Bird period, the Early Bird price for the session will be refunded in accordance with paragraph 18 (less any applicable booking fees). The cost for the new session will be as set out in paragraph 13.
20. Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010 (Cth)* (*Australian Consumer Law*).

21. Subject to the previous paragraph, the total liability of the Promoter and the agencies and companies associated with the Event (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with the Event or these Terms and Conditions will be capped at $100, except for any liability for personal injury or death which will be capped at $1,000,000 and except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

22. The Event Organiser will use its reasonable endeavours to ensure that the photographs taken by the professional photographer are of good merchantable quality and fit for purpose. For those attendees who choose the Digital and Print Experience and receive a printed photograph, should that photograph not be of a suitable quality (and without limiting your rights under the *Australian Consumer Law*), the Event Organiser agrees to replace and/or exchange the printed photograph if:
   a. the photograph is not of an acceptable standard or quality (as determined by you acting reasonably);
   b. the photograph is out of focus; or
   c. you and your companions are cropped or cut out of the photograph.

A replacement or exchange will not be provided if you change your mind as to which photograph you want printed.

**Limitation of Liability**

23. The parties are bound by and must obey these limitation of liability provisions (*Limitation of Liability Provisions*). The Limitation of Liability Provisions are incorporated in and form part of these terms and conditions.

24. Each Limitation of Liability Provision applies to and forms part of these terms and conditions for the benefit of the Contracting Parties named in the provisions below.

**Definitions**

25. In these Limitation of Liability Provisions:
   a. unless the context states otherwise, a reference to a clause is a reference to a clause in these Limitation of Liability Provisions;
   b. unless otherwise defined in paragraph c., capitalised words have the meaning given to them in the provisions below; and
   c. the following words have the meanings allocated to them:
      i. **Assets** include all assets, property and rights real and personal of any nature and any value whatsoever of the Trust.
      ii. **Document** means these terms and conditions.
iii. **Land** means the land on which Chadstone Shopping Centre is constructed and any additional land that the registered proprietor designates from time to time to form part of Chadstone Shopping Centre.

iv. **Loss** means all loss, cost, damage, liability, death, injury or other detriment, including legal costs, consequential loss, special loss and economic loss.

v. **Obligation** means any obligation, liability, covenant, agreement, undertaking, representation, acknowledgment, warranty, indemnity, guarantee, stipulation, proviso or condition of whatever kind to be observed, performed, met, undertaken or incurred by the Custodian, Responsible Entity, Trustee or Registered Proprietor (as the case may be) under or in respect of this Document or other instrument collateral with this Document or given or entered into under this Document.

vi. **Trust Deed** means the trust deed and any related documentation by which the Trust is constituted from time to time.

**Limitation of Liability Clauses – Custodian and Responsible Entity/Trustee**

26. In these clauses, the Contracting Parties are:
   a. Perpetual Limited ACN 000 431 827 (Custodian) in its capacity as custodian of the Vicinity NVN Trust ABN 43 813 342 348 (Trust); and
   b. Vicinity Funds RE Ltd ACN 084 098 180 (Responsible Entity/Trustee) in its capacity as trustee of the Trust.

27. **Limitation of liability of Custodian**
   a. The Custodian enters into this Document only as agent of the Responsible Entity/Trustee. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's/Trustee's agent and is not liable under any circumstances to any party under this Document. The limitation of the Custodian's liability applies despite any other provision of this Document and extends to all liabilities and obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Document.
   b. The Custodian is not obliged to do or refrain from doing anything under this Document (including, without limitation incur any liability) unless the Custodian's liability is limited in the same manner as set out in this clause 27.
   c. No attorney, agent, receiver or receiver and manager appointed in accordance with this Document has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.
   d. If, whether by the express provisions of this Document or by implication of law, the Custodian makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Custodian's actual corporate knowledge, those representations and warranties are taken to have been made by the Responsible Entity/Trustee.

28. **Limitation of liability of Responsible Entity/Trustee**
   a. Unless otherwise specifically contemplated in this Document, and subject to clause 28(c), the Responsible Entity/Trustee enters into this Document only in its capacity as responsible entity/trustee of the Trust and in no other capacity. A liability arising under or in connection with this Document can be enforced against the Responsible Entity/Trustee only to the extent to which the Responsible Entity/Trustee is actually indemnified for the liability out of the property of the Trust. The limitation of the
Responsible Entity's/Trustee's liability applies and extends to all liabilities and obligations of the Responsible Entity/Trustee in any way connected with any representations, warranties, conduct, omission, agreement or transaction related to this Document.

b. Unless otherwise specifically contemplated in this Document, and subject to clause 28(c), a party to this Document may not sue the Responsible Entity/Trustee in any capacity other than as responsible entity/trustee in respect of the Trust, including seeking the appointment to the Responsible Entity/Trustee of a receiver (except in relation to property of the Trust), a liquidator, administrator or any similar person or proving in any liquidation, administration or arrangement of or affecting the Responsible Entity/Trustee (except in relation to the Trust).

c. The provisions of this clause 28 do not apply to any obligation or liability of the Responsible Entity/Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust, or by operation of law, there is a reduction in the extent, or elimination of, the Responsible Entity's/Trustee's right of indemnification out of the assets of the Trust, or such right does not exist at all, as a result of:
   i. in the case of the Responsible Entity, having incurred the obligation or liability other than in the proper performance of its duties as responsible entity;
   ii. in the case of the Trustee, having incurred the obligation or liability as a result of fraud, gross negligence, wilful default or breach of trust by the Trustee; or
   iii. the failure of the Responsible Entity/Trustee to exercise any right of indemnity it has under the trust deed establishing the Trust in respect of that obligation or liability.

**Force Majeure**

29. If the Event cannot run as planned for any reason beyond the Promoter's or Event Organiser's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter or Event Organiser may end, change, suspend or cancel the Event in its reasonable discretion.