

## EVENT CONDITIONS

### THE QVB COCKTAILS WITH SANTA EXPERIENCE

<b>Event</b>	<ul style="list-style-type: none"> <li>The Cocktails with Santa event (<b>Event</b>) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (<b>Vicinity, we or us</b>) as agent for the Property Owners of the Centre and is hosted by The Tea Room QVB (<b>The Tea Room</b>).</li> <li>You will only be permitted to attend the event if 18 years of age or over. Bookings for groups of up to 6 people can only be made on the Centre's website, located at <a href="https://www.qvb.com.au">https://www.qvb.com.au</a> (the <b>Centre's Website</b>). Booking requests will not be accepted at QVB or at The Tea Room.</li> <li>Each ticket to the Event entitles the holder to entry to The Tea Room for a maximum of 1 hour, two cocktails, professional general event photography and High Tea which includes sweets, finger sandwiches, tea and coffee. Nut free, gluten free, vegetarian and vegan options are available by contacting us, using the contact details below, 48 hours in advance of your booking.</li> </ul>
<b>Event Area</b>	The QVB Tea Room, Level 3 of QVB
<b>Centre</b>	Queen Victoria Building, 455 George Street Sydney NSW 2000
<b>Property Owners</b>	<ul style="list-style-type: none"> <li>Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Vicinity QVB Trust (ABN 44 389 838 470)</li> <li>Ipoh Property Pty Limited (ACN 086 673 627) in its capacity as trustee of the QVB Retail Trust (ABN 71 726 693 200)</li> </ul>
<b>Ticket Prices</b>	<p>The ticket price for the Event is \$75.00 per adult.</p> <p>Please note: bookings close 48 hours prior to the scheduled session time</p>
<b>Contact</b>	For any queries in relation to your booking please contact us by email at <a href="mailto:qvb.info@vicinity.com.au">qvb.info@vicinity.com.au</a> or phone on (02) 9264 9209.
<b>Refund and Cancellation Policy</b>	<ul style="list-style-type: none"> <li>You may request to cancel your booking by calling us on the phone number provided above. We will provide a full refund to the credit card that you used to make your booking if you contact us on the phone number above to cancel your booking at least 48 hours before your session time</li> <li>If you fail to attend your session time or request to cancel your booking less than 48 hours before your session time, no refund will be provided. However, if you believe there are exceptional circumstances, please call us on the phone number provided above. In such circumstances, we may choose (in our absolute discretion) to offer you a refund.</li> <li>You may request to reschedule your booking by calling us using the phone number provided above.</li> <li>- If you request to reschedule your booking 48 hours or more before your session time, you may be permitted to reschedule to another date or time if there is availability, at no cost.</li> <li>- If you request to reschedule your booking less than 48 hours before your session time, your request will be refused, unless there are exceptional circumstances (which will be determined in our absolute discretion).</li> <li>We reserve the right to reschedule session times if necessary due to circumstances beyond our reasonable control. If we need to reschedule a session time, we will if practical notify you of the new session time 48 hours or more before your original session time. If you cannot attend the new session time, a full refund will be provided. We are not responsible for any other costs you might incur relating to the rescheduling of session times.</li> <li>The Event will not proceed if Vicinity decides in its absolute discretion, whether for health, safety, security, occupancy or operational reasons or</li> </ul>

	<p>other reasonable reasons, including but not limited to restrictions on occupancy and/or movement imposed by a government authority, to cancel the Event. A full refund will be provided if Vicinity determines that the Event cannot go ahead. We are not responsible for any other costs you might incur relating to Event cancellation.</p>
<p><b>Alcohol consumption</b></p>	<p>Alcohol at the Event will be served in accordance with “Responsible Service of Alcohol” protocols and best practice. In particular:</p> <ul style="list-style-type: none"> <li>• Alcohol will not be supplied to a person under the age of 18 (and we and/or The Tea Room retain the right (in our absolute discretion) to require anyone who appears to look under the age of 25 to provide proof of age upon entry to and during the Event);</li> <li>• Alcohol will not be supplied to any person who is at the time in a state of intoxication; and</li> <li>• QVB Tea Room personnel will take all reasonable steps to prevent intoxication during the course of the Event.</li> </ul>
<p><b>Event Rules</b></p>	<p>Your conduct at the Event</p> <ul style="list-style-type: none"> <li>• You must arrive at the check-in area located next to the powder room on Level 2 of QVB (Market Street end) (the Check-in Area) at least ten minutes prior to your allocated session time. If you are late to your session time, Event personnel will use reasonable efforts to permit you entry to your session but we make no guarantees or representations about this.</li> <li>• Upon arrival at the Check-in Area, you must present your ticket to Event personnel. Your ticket will be attached to your email booking confirmation and will include a QR code. Event personnel will scan the QR code to record your attendance.</li> <li>• You must comply with all reasonable directions of Vicinity and The Tea Room, including their employees, contractors, authorised agents and security personnel. Health and safety is a priority for the Event, so in particular: <ul style="list-style-type: none"> <li>- while waiting to enter The Tea Room, you must line up where indicated by Event personnel and relevant signage;</li> <li>- you must adhere to social distancing guidelines including maintaining a 1.5 metre distance from Santa, Event personnel and other attendees;</li> <li>- you must not attend the Event if you feel unwell or have any reason to believe that you are or may be infected with COVID-19;</li> <li>- upon arrival at the Check-in Area: <ul style="list-style-type: none"> <li>○ you must agree to a temperature check to ensure your temperature does not exceed 37.4°C;</li> <li>○ you must confirm that neither you nor anyone in your household has been confirmed as having COVID-19 within 14 days leading up to your attendance at the Event, or are currently awaiting COVID-19 test results or are a close contact with a case of COVID-19 that was confirmed within 14 days leading up to your attendance at the Event;</li> <li>○ you must confirm that you are well and that you have not had any cold, fever or flu-like symptoms or respiratory problems within 14 days leading up to your attendance at the Event;</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- if mandated by Government authorities, you must wear a mask for the duration of your attendance at the Event (except when you are actually eating or drinking);</li> <li>- you must not engage in anti-social, disruptive, threatening, abusive, unlawful, harassing or otherwise inappropriate behaviour. This includes (for example): <ul style="list-style-type: none"> <li>o engaging in conduct that may jeopardise the proper conduct of the Event or the health and safety of those present; or</li> <li>o acting in an annoying, offensive or otherwise inappropriate manner due to intoxication; or</li> <li>o doing anything that may diminish the good name or reputation of the QVB or The Tea Room; and</li> <li>o you must be appropriately dressed to enter The Tea Room (for example, you must wear a shirt and footwear).</li> </ul> </li> <li>• In the event of any breach of these Event Rules, we and The Tea Room retain the right (in our absolute discretion) to: <ul style="list-style-type: none"> <li>- refuse you entry to The Tea Room or require you to leave The Tea Room or QVB; and/or</li> <li>- invite you to reschedule your booking using our Cancellation and Reschedule Policy.</li> </ul> </li> </ul>
<p><b>Photography</b></p>	<ul style="list-style-type: none"> <li>• A professional photographer (and his/her assistant/s) will be available during the Event and may take general event photography. If you do not wish to be photographed, you must notify Event personnel when you arrive at the Check-In Area (<b>Opt-out of Photographs</b>).</li> <li>• When you Opt-out of Photographs, Event personnel will liaise with the photographer to seek to ensure that no photographs of you are taken, however we cannot guarantee that you will not be captured in some photographs.</li> <li>• If you do not Opt-out of Photographs, you consent to being photographed and captured in general event photography. The photographer will endeavour to capture to a high standard as much of the Event as possible and individuals can choose to have their photograph taken with Santa. However, we make no guarantees or representations with respect to the quality or content of the final photographs (<b>Event Photographs</b>).</li> <li>• Photographs may be published on the Centre's Website and social media channels and will be made available to you directly after the Event by you accessing the photographer's website and entering a unique code, the details of which will be provided to you when you check-in. You will be able to view and download Event Photographs directly from the photographer's website. The photographer is a third party contractor and we accept no responsibility for material contained in the photographer's website or any terms and conditions that may be applicable to you by accessing the photographer's website.</li> <li>• Prints of Event Photographs will not be available at the Event or anytime thereafter. Providing Event Photographs by digital means ensures we are practising the highest standard of COVID-safe measures.</li> <li>• You may take your own photographs of yourself and any other people included in your booking, during the Event. You must not take photographs of other people at the Event without their express consent (except if you capture</li> </ul>

	their images incidentally when taking photographs of yourself and any other people included in your booking).
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### Agreement to these Event Conditions

1. By making a booking for the Event you agree to these Event Conditions, which form an agreement between you and Vicinity as agent for the Property Owners (**Agreement**). The Agreement extends to you in your personal capacity and any persons for whom you make a booking, in which case you agree on their behalf.
2. This Agreement begins when you:
  - a. complete the online booking process on the Centre's Website, or
  - b. otherwise book for the Event (e.g. by contacting us to assist you to make an online booking on the Centre's Website).
3. All bookings are subject to Vicinity's Booking Terms which are located at <https://www.qvb.com.au/vicinity-booking-terms>. To the extent that there is any inconsistency between Vicinity's Booking Terms and these Event Conditions, these Event Conditions will prevail.
4. You may redeem any valid promotional code when booking for the Event. To redeem a promotional code, the code should be entered when you are completing the online booking process. Unique promotional codes can only be used by the intended recipient and cannot be transferred to another individual. A promotional code can only be used once and a maximum of one promotional code will be permitted per transaction. Promotional codes cannot be used in conjunction with any other offer including other promotional codes. Promotional codes cannot be exchanged for cash. Promotional codes cannot be used retroactively on transactions that have already been processed.

### Liability

5. Consumer guarantees may be applicable to the supply of goods or services by us under the *Competition and Consumer Act 2010* (Cth). Nothing in these Event Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.
6. To the extent permitted by statute the liability, if any, of Vicinity arising from any failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of goods or services other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, is at our option limited to:
  - a. in the case of goods:
    - i. the replacement of the goods or the supply of equivalent goods;
    - ii. the repair of the goods;
    - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - iv. the payment of the cost of having the goods repaired; and
  - b. in the case of services:
    - i. the supplying of the services again; or
    - ii. the payment of the cost of having the services supplied again.
7. Vicinity excludes from our relationship with you, so far as it is legally permissible:
  - a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
  - b. any liability for indirect, special or consequential loss, liability or damages arising from or in relation to the Event or these Event Conditions, including without limitation any liability for loss of income or revenue, loss or interruption of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill or wasted time, however arising and whether caused by tort (including negligence), breach of contract or otherwise.
8. Vicinity's liability to you for loss, liability or damages of any kind (including, without limitation, in negligence) arising from or in relation to the Event, these Event Conditions or Vicinity's Booking Terms

is capped at the total amount you have paid for the Event, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.

9. All references to Vicinity in these clauses 6 to 8 inclusive are references to Vicinity and all of the Vicinity Centres Group. **Vicinity Centres Group** means the stapled entity known as Vicinity Centres which is comprised of Vicinity Limited ACN 114 757 783 and Vicinity Centres RE Ltd ACN 149 781 322 as responsible entity for Vicinity Centres Trust ARSN 104 931 928, and its Related Entities. **Related Entities**, in relation to an entity, means: (i) its Related Bodies Corporate within the meaning of the *Corporations Act 2001* (Cth) and (ii) any related entity (which includes a fund, managed investment scheme or a trust) that is directly or indirectly managed, owned or controlled by, or controls or is under common control with, that entity or a fund or trust of which such an entity or Related Body Corporate is the trustee, manager or responsible entity.

### **Intellectual property rights**

10. Vicinity is the copyright owner of the material on the Centre's Website or is licensed by the copyright owner to use the material on the Centre's Website. All trade marks, brands and names appearing on the Centre's Website are the property of Vicinity or their other respective owners.
11. Your use of the Centre's Website does not grant or transfer any right (including without limitation intellectual property rights), title or interest to you in relation to the Centre's Website or the material published on it. No part of any material on the Centre's Website may be linked to, reproduced, adapted, published, distributed or transmitted without the specific written consent of Vicinity.

### **Changes to these Event Conditions**

12. We may change or update these Event Conditions (including any amount or cost) from time to time. The current version will be available on the Centre's Website. You will be required to accept the then-current version when you make a booking for the Event. The version that you accept will be the version that applies to that booking, even if we change or update these Event Conditions before your booked event occurs.

### **General**

13. We may assign, novate or otherwise deal with any of our rights or obligations under these Event Conditions without obtaining your consent, if to do so will be unlikely to cause any material detriment to you.
14. The laws of New South Wales, Australia govern these Event Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in New South Wales.
15. These Event Conditions form the entire agreement between Vicinity and you specifically regarding the Event. That agreement can only be amended by written agreement between us. When you make a booking for the Event, Vicinity's Booking Terms will also apply.
16. If any provision of these Event Conditions is held to be unlawful, invalid or unenforceable, that provision will be deemed severed and where capable the validity and enforceability of the remaining provisions of these Event Conditions will not be affected.

### **Specific limitation of liability**

17. The Property Owners specifically limit their liability under the following provisions (**Specific Limitation of Liability Provisions**), which are incorporated in and form part of these Event Conditions.
18. Definitions:  
In these Specific Limitation of Liability Provisions:
- a. unless the context states otherwise, a reference to a clause is a reference to a clause in these Specific Limitation of Liability Provisions; and
  - b. 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 the document of which these Specific Limitation of Liability Provisions are a part.
- iii. **Land** means the land on which the Centre is constructed and any additional land that the registered proprietor designates from time to time to form part of the 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. The **Trust** means the trusts referred to below.
- vii. **Trust Deed** means the trust deed and any related documentation by which the Trust is constituted from time to time.

CENTRE	CONTRACTING PARTY	TRUST	SPECIFIC LIMITATION OF LIABILITY CLAUSE THAT APPLIES TO THIS CONTRACTING PARTY
QUEEN VICTORIA BUILDING, NSW	Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Trust (Registered Proprietor / Trustee)	Vicinity QVB Trust (ABN 44 389 838 470) (50%)	1
	Ipoh Property Pty Limited (ACN 086 673 627) in its capacity as trustee of the Trust (Registered Proprietor / Trustee)	QVB Retail Trust (ABN 71 726 693 200) (50%)	2

## 1. LIMITATION OF LIABILITY – VICINITY CUSTODIAN PTY LTD (ACN 077 870 243) (TRUSTEE)

- (a) Unless otherwise specifically contemplated in this Document, and subject to **clause 1(c)**, the Trustee enters into this Document only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Document can be enforced against the Trustee only to the extent to which the Trustee is actually indemnified for the liability out of the property of the Trust. The limitation of the Trustee's liability applies and extends to all liabilities and obligations of the 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 1(c)**, a party to this Document may not sue the Trustee in any capacity other than as trustee in respect of the Trust, including seeking the appointment to the Trustee of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person or proving in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the Trust).
- (c) The provisions of this **clause 1** do not apply to any obligation or liability of the 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 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) having incurred the obligation or liability as a result of fraud, gross negligence, wilful default or breach of trust by the Trustee; or
  - (ii) the failure of the Trustee to exercise any right of indemnity it has under the Trust Deed establishing the Trust in respect of that obligation or liability.

## 2. LIMITATION OF LIABILITY - IPOH PROPERTY PTY LIMITED (ACN 086 673 627)

## 2.1 Definitions

In this clause 2:

- (a) **Assets** includes all assets, property and rights real and personal of any value whatsoever;
- (b) **Ipoh Property** means Ipoh Property Pty Limited (ACN 086 673 627); and
- (c) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, Ipoh Property under or in respect of this Document.

## 2.2 Limitation

This limitation of Ipoh Property's liabilities applies despite any other provision of this Document and extends to all Obligations of Ipoh Property in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Document. The parties agree that:

- (a) Ipoh Property enters into this Document as trustee of the Trust and in no other capacity;
- (b) the parties acknowledge that Ipoh Property incurs the Obligations solely in its capacity as trustee of the Trust and that Ipoh Property will cease to have any obligation under this Document if Ipoh Property ceases for any reason to be trustee of the Trust;
- (c) subject to clause 2.2(g), Ipoh Property will not be liable to pay or satisfy any Obligations except out of the Assets against which it is actually indemnified in respect of any liability incurred by it as trustee of the Trust;
- (d) subject to clause 2.2(g), the other parties may enforce their rights against Ipoh Property arising from non-performance of the Obligations only to the extent of Ipoh Property's right of indemnity out of the Assets of the Trust;
- (e) subject to clause 2.2(g), if the other parties do not recover all money owing to them arising from non-performance of the Obligations they may not seek to recover the shortfall by:
  - (i) bringing proceedings against Ipoh Property in its personal capacity; or
  - (ii) applying to have Ipoh Property put into administration or wound up or applying to have a receiver or similar person appointed to Ipoh Property or proving in the administration or winding up of Ipoh Property;
- (f) subject to clause 2.2(g), the parties other than Ipoh Property waive their rights and release Ipoh Property from any personal liability whatsoever, in respect of any loss or damage:
  - (i) which they may suffer as a result of any:
    - (A) breach by Ipoh Property of any of its Obligations; or
    - (B) non-performance by Ipoh Property of the Obligations; and
  - (ii) which cannot be paid or satisfied out of the Assets of which Ipoh Property is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust;
- (g) the other parties acknowledge that this Document is subject to this clause 2 and Ipoh Property will in no circumstances be required to satisfy any liability of Ipoh Property arising under, or for non-performance or breach of any Obligations under or in respect of, this Document or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than the Assets of the Trust under Ipoh Property's control and in its possession as and when they are available to Ipoh Property to be applied in exoneration for such liability provided that if the liability of Ipoh Property is not fully satisfied out of the Assets of the Trust as referred to in this clause 2, Ipoh Property will be liable to pay out of its own funds, property and assets the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which the Assets of the Trust have been reduced by reason of fraud, negligence or breach of trust by Ipoh Property in the performance of Ipoh Property's duties as trustee of the Trust;
- (h) the other parties agree that no act or omission of Ipoh Property (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of trust of Ipoh Property for the purposes of this clause 2 to the extent to which the act or omission was caused or

contributed to by any failure of any other person to fulfil its obligations relating to the Trust or by any other act or omission of any other person;

- (i) no attorney, agent or other person appointed in accordance with this Document has authority to act on behalf of Ipoh Property in a way which exposes Ipoh Property to any personal liability; and
- (j) despite any other provision of this Document, Ipoh Property is not obliged to enter into any documents contemplated by this Document which it is asked or required to sign unless its liability is limited in the manner set out in this clause 2.