



EVENT CONDITIONS

QVB HIGH TEA WITH SANTA 2023

Event	<ul style="list-style-type: none">• The QVB High Tea with Santa 2023 event (Event) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (Vicinity, we or us) as agent for the Property Owners of the Centre and is hosted by The Tea Room QVB (The Tea Room).• Bookings may only be made on the Centre's website, located at https://www.qvb.com.au (the Centre's Website). Walk in booking requests will not be accepted at QVB or at The Tea Room.• You must be 18 years or older to make a booking for this Event.• All children under 18 years attending the Event must be accompanied by a guardian or parent.• The Event will run on selected days from Saturday 11 November to Sunday 24 December 2023 (inclusive).• Session times are:<ul style="list-style-type: none">○ 8:00am to 10:00am;○ 8:30am to 10:30am;○ 4:00pm to 6:00pm; and○ 4:30pm to 6:30pm.• Bookings will only be accepted for groups of up to 10 people, which includes infants (younger than 1 year), and are identified in our booking system through the surname of the person making the booking. If you wish to be seated with another group making a booking, you must contact us at least 72 hours ahead of your session time using the Contact details below. A maximum of 10 people, including infants, may be seated at any one table. While we will do our best to accommodate your request, we make no guarantees that we will be able to.• Each ticket entitles the holder to:<ul style="list-style-type: none">○ Entry to The Tea Room for 120 minutes for High Tea with Santa;○ At least two digital photographs;○ High tea, which includes the following options:<ol style="list-style-type: none">1. Standard High Tea; or2. Vegetarian High Tea; or3. Gluten Free High Tea; or4. Vegan/Dairy and Egg Free High Tea; or5. Nut Free High Tea.
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	<p>We will do our best to fulfil all dietary requests made at the time of booking.</p> <ul style="list-style-type: none"> • A complimentary gift will be provided to children attending the Event.
Centre	Queen Victoria Building (QVB), 455 George Street Sydney NSW 2000
Event Area	The Event is hosted at The Tea Room QVB, located on Level 3, Market Street end of the QVB.
Check-In Area	The pre-registration area is located on Level 2, Market Street end of the QVB.
Property Owners	<ul style="list-style-type: none"> • Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Vicinity QVB Trust (ABN 44 389 838 470) (Registered Proprietor / Trustee); and • QVB TC Pty Ltd (ACN 655 078 176) in its capacity as trustee of the Link QVB Trust (ABN 31 532 942 418) (Registered Proprietor / Trustee).
Ticket Prices	<ul style="list-style-type: none"> • Adult/teenager (13 years or over) ticket: \$95.00 (inc. GST and booking fees). • Child (1 – 12 years) ticket: \$75.00 (inc. GST and booking fees). • There is no charge for infants (younger than 1 year). Please indicate the number of infants that will be attending as part of your booking group when you make your booking. Bookings will only be accepted for groups of up to 10 people, including infants. • If you require one or more high-chairs please let us know by emailing us at qvb.info@vicinity.com.au with 48 hours' notice before your session time.
Contact	For any queries in relation to your booking please contact us by email at qvb.info@vicinity.com.au or phone on (02) 9264 9209.
Cancellation and Refund Policy	<ul style="list-style-type: none"> • Please notify us via the contact details above in the Contact section if you can no longer make your booking. We can assist you with cancelling your booking so that your allocated session can be made available to another individual/group. • If you request to cancel your booking 72 hours or more before your session time a full refund will be provided to the credit card that you used to make your booking. • If you are cancelling your booking by email, please email us at qvb.info@vicinity.com.au with the following details and attach a copy of your Booking Invoice (received via the email address used to make the booking): SUBJECT LINE: Booking Cancellation Request_ <i>LastName</i> EMAIL BODY: First and Last Name (used to make the booking): Session Date and Time: Full booking cancellation or partial (e.g.1 adult ticket to be cancelled): • If you fail to attend your session time or request to cancel your booking less than 72 hours before your session time, no refund will be provided. However, if you believe there are exceptional circumstances, please contact us using the details above. If we reasonably consider that exceptional circumstances exist, we may choose to offer you a refund. • The Event will not proceed if Vicinity decides whether for health, safety, security, occupancy or operational reasons or other reasonable reasons, including but not limited to restrictions on occupancy and/or movement imposed by a government authority, to cancel the Event. If the Event is

	<p>cancelled, a full refund will be provided. We are not responsible for any other costs you might incur relating to the Event cancellation.</p>
<p>Reschedule/ Change of Booking Policy</p>	<ul style="list-style-type: none"> • You may request to reschedule your booking by contacting us using the details above in the Contact section. If you request to reschedule your booking 72 hours or more before your session time, you may be able to reschedule to another session time, at no additional cost (if tickets for another session time are available). If no other session times are available, you will not be able to reschedule your booking. • If you are rescheduling your booking by email, please email us at gvb.info@vicinity.com.au with the following details and attach a copy of your Booking Invoice (received via the email address used to make the booking): SUBJECT LINE: Booking Reschedule Request_ <i>LastName</i> EMAIL BODY: First and Last Name (used to make the booking): Session Date and Time currently booked: Your preferred new Session Dates and Times (subject to availability). Please order your Session Date and Time preferences: • If you request to reschedule your booking less than 72 hours before your original session time, your request will be refused, unless we reasonably consider that there are exceptional circumstances. If we reasonably consider that there are exceptional circumstances, we may choose to offer you a new session time or a refund. • We reserve the right to re-schedule 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.
<p>Event Rules</p>	<ul style="list-style-type: none"> • You must arrive at the Check-in Area at least ten minutes prior to your allocated session time. Please ensure that necessary time is allowed to accommodate possible traffic and/or parking delays. 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. • 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. • You must (and your booking group members including children must) comply with all reasonable directions of Event personnel, 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"> ○ While waiting to enter the Event Area, you must wait where directed by Event personnel and relevant signage; ○ All attendees under the age of 18 must be accompanied by a parent or guardian; ○ No outside food or drink (other than drink bottles for all attendees and food for infants only) will be permitted in the Event Area;

	<ul style="list-style-type: none"> ○ Smoking (including e-cigarettes) is not permitted in the Event Area; and ○ You must not attend the Event if you (or allow any members of your booking group to attend if they) feel unwell. • You must (and you must ensure that each member of your booking group including children) comply with any other requirements reasonably imposed by Vicinity and consistent with applicable law to protect the health and safety of people at the Centre and the Event. • Parents/caregivers must ensure that children are supervised and remain under their control at all times. • You (and any children in your care) 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"> ○ Engaging in conduct which may result in damage to the Event Area; ○ Engaging in conduct that may jeopardise the proper conduct of the Event or the health and safety of those present; or ○ Doing anything that may diminish the good name or reputation of the Centre. • You must be mindful of your time with Santa to ensure all attendees are able to enjoy their experience. If Event personnel ask you to adhere to certain timeframes, you must comply with such requests. • You (and any booking group members) must be appropriately dressed to enter the Event Area, including by wearing closed-toe shoes. • In the event of any breach of the Event Rules above, we and The Tea Room retain the right (in our absolute discretion) to refuse you (and any booking group members) entry to the Event Area or to require you (and any booking group members) to leave the Event Area or Centre.
Photography	<ul style="list-style-type: none"> • A professional photographer (and his/her assistant/s) will take at least 2 photographs of you/your group during your time in the Santa set. • By attending the Event, you consent to you (and any group members including children) being photographed. You (and any group members including children) will not be permitted to touch Santa. The photographer will endeavour to capture quality individual/group photographs with Santa, however we make no guarantees or representations with respect to the quality or content of the final photographs. • When you check-in for the Event, you will be given a unique QR code card. At the commencement of your session time, the photographer or their assistant will scan the QR code on the card you were provided at check-in. All photographs taken of you or your group will then be uploaded to a personal gallery accessible by you via the QR code card, which will be linked to the photographer's website. Photographs should be available to view and download on your mobile device/s within approximately 15 minutes of your session time. • You will be able to order photographs via the photographer's online shop (you will only have access to photographs of you or your group available via your QR code).

	<ul style="list-style-type: none"> • The photographer is a third party contractor and we accept no responsibility for material contained on the photographer's website or any terms and conditions that may be applicable to you by accessing or purchasing photographs from the photographer's website. Vicinity may receive payment from a third party contractor, RegProm Marketing & Promotions Pty Ltd, in connection with the purchase of photographs. • You may take your own photographs of yourself and any other people included in your booking, during the Event, including with Santa. You must not take photographs of other people at the Event without their express consent.
<p>Privacy and Consent to receive updates</p>	<ul style="list-style-type: none"> • If you agree to receive QVB news updates during the booking process: <ul style="list-style-type: none"> ○ you consent to receive email updates about the latest offers, event details and news of what is happening at the QVB from us via email (and SMS, if you provide your mobile number); and ○ you acknowledge and agree that you have read and accepted the Digital Terms and Vicinity Newsletter Privacy Notice which apply to this Vicinity-managed service. • For further information about how we collect, use, disclose and handle personal information see our Vicinity Event Privacy Notice and Privacy Policy.

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 to any minors (being anyone under the age of 18 years) for whom you make a booking, in which case you agree on their behalf.
2. All bookings are subject to Vicinity's Booking Terms which are located at [QVB Terms and Conditions - QVB](#). To the extent that there is any inconsistency between Vicinity's Booking Terms and these Event Conditions, these Event Conditions will prevail.
3. This Agreement begins when you:
 - a. complete the online booking process on the Centre's Website;
 - b. otherwise book for the Event (e.g. by contacting us to assist you to make an online booking on the Centre's Website); or
 - c. attend the Event,

whichever comes first.
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 (where legally permissible) 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 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, acting reasonably, 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 Victoria, Australia govern these Event Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
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;
- 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 a trust 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 BELOW 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
	QVB TC Pty Ltd (ACN 655 078 176)in its capacity as trustee of the Trust (Registered Proprietor / Trustee)	Link QVB Trust (ABN 31 532 942 418) (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 - QVB TC PTY LTD (ACN 655 078 176) (TRUSTEE)

2.1 Trustee limitation

- (a) Link enters into this Document in its capacity as trustee of the Link Trust and in no other capacity.
- (b) The parties acknowledge that Link incurs the Trustee Liabilities solely in its capacity as trustee of the Link Trust and agrees that (to the maximum extent permitted by law) Link will cease to have any Trustee Liability if Link ceases for any reason to be trustee of the Link Trust, other than to the extent necessary to give the other parties recourse to the Link Trust Assets in respect of the relevant Trustee Liability (and only to the extent to which the liability can be satisfied out of the Link Trust Assets).
- (c) The Trustee Liability to any person is limited to the extent to which the liability can be satisfied out of the Link Trust Assets of which Link is actually indemnified for the liability by Link exercising its right of indemnity out of the Link Trust Assets. Payment by Link of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by Link of that liability.
- (d) Subject to clause 2.1(e), no person will be entitled to:
 - (i) claim from or commence proceedings against Link in respect of any Trustee Liability in any capacity other than as trustee of the Link Trust;
 - (ii) enforce or seek to enforce any judgment in respect of any Trustee Liability against any property of Link other than property held by Link as trustee of the Link Trust;
 - (iii) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to Link, or prove in any liquidation, administration or arrangement of or affecting Link, on the basis of a Trustee Liability; or
 - (iv) in respect of a Trustee Liability, appoint or take any steps to procure or support the appointment of a receiver to any property of Link, other than property which is held by it in its capacity as trustee of the Link Trust.
- (e) The restrictions in clauses 2.1(c) and 2.1(d) do not apply to any Trustee Liability to the extent to which there is, whether under the Link Trust deed or by operation of law, a reduction in the extent of Link's indemnification, or in respect of which Link is not entitled to be indemnified, out of the Link Trust Assets, as a result of Link's fraud, gross negligence, wilful misconduct or breach of trust.
- (f) Each other party agrees that no act or omission of Link (including any related failure to satisfy any Trustee Liabilities) will constitute fraud, gross negligence, wilful misconduct or breach of trust of Link for the purposes of clause 2.1(e) to the extent to which the act or omission was caused or contributed

to by any failure of that other party to fulfil its obligations relating to the Link Trust or by any other act or omission of that other party.

- (g) No attorney, agent or other person appointed in accordance with this Document has authority to act on behalf of Link in a way which exposes Link to any personal liability, and no act or omission of such a person will be considered fraud, gross negligence, wilful misconduct or breach of trust of Link for the purposes of clause 2.1(e).
- (h) This clause applies despite any other provisions of this Document and extends to all Trustee Liabilities.
- (i) Link is not obliged to do or refrain from doing anything under this Document (including incur any liability) unless Link's liability is limited in the same manner as set out in clauses 2.1(a) to 2.1(h).
- (j) In this clause 2:
 - (i) "**Link**" means QVB TC Pty Ltd (ACN 655 078 176).
 - (ii) "**Link Trust**" means Link QVB Trust (ABN 31 532 942 418).
 - (iii) "**Link Trust Assets**" means all Link's rights, property and undertaking which are the subject of the Link Trust:
 - (A) of whatever kind and wherever situated; and
 - (B) whether present or future.
 - (iv) "**Trustee Liability**" means any liability or obligation (of any kind including, without limitation, for negligence, in tort, in equity, or under statute) of Link which arises in any way under or in connection with this Document or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this Document or its performance.

2.2 No claim other than against Link

Despite any other provision of this Document:

- (a) no party may make any claim or has any recourse against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, affiliates or representatives of Link or any of the foregoing (other than Link in its capacity as limited under clause 2.1) (the "**Link's Non-Recourse Parties**"), or any of their respective assets (other than the Link Trust Assets) for breach of Document, or for breach of any representation or warranty, on the part of Link under this Document; and
- (b) each party releases each of Link's Non-Recourse Parties from liability in respect of such a claim.