

EMPORIUM MELBOURNE

ACTIVITY CONDITIONS OF ENTRY

EMPORIUM MELBOURNE – SELF-EXPRESSION MATTERS SIGNATURE CUSTOMER EXPERIENCE

Activity	• Signature Customer Experience (Activity) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (Vicinity, we, us or our) as agent for the Property Owners of the Centre. • You must be subscribed to, or join, Emporium Melbourne’s E-Edit to book for the Activity. Emporium Melbourne subscribers receive email updates about the latest offers, event details and news of what is happening in-Centre. When booking for the Activity, you will be invited to join Emporium Melbourne’s E-Newsletter if you’re not already a member. • Children must be aged 10+ to attend the Activity. All participants under the age of 16 must be accompanied by a parent or guardian. Participants who are 16 or 17 must have prior consent from their parent or guardian to attend the Activity and must be able to provide evidence of such consent on request. • Bookings for individuals or groups of up to 2 sessions (1 person per session) may only be made on the Centre’s website located at https://www.emporiummelbourne.com.au (the Centre’s Website). Booking requests will be accepted at the Activity. • Walk-in bookings are subject to availability and are not guaranteed. Any attendee making a walk-in booking must complete the booking process using the booking platform at the Activity Area and comply with any registration requirements and these terms and conditions. • The session type available is: Self-Expression Matters Embellishment Consultation • Each ticket to the Activity entitles an individual to enter the Activity Area. • Each session will be managed by a minimum of 2 Activity personnel. • As part of each session in the Activity, attendees will engage in a welcome and introduction, followed by consultation with a stylist and garment tailor for the purposes of altering/attaching and/or affixing a maximum of five (5) embellishments to the attendee’s garment. Activity staff may, in their absolute discretion, and subject to availability, time limitations and quantities, offer to attach more than five (5) embellishments. • Attachment of the embellishment will take approximately 30-45 minutes; however, actual completion times may vary depending on the number and complexity of embellishments selected, the type of garment and operational requirements. Attendees do not need to remain at the Activity for this time. Attendees must return to the Activity Area to collect the finished garment. If garments cannot be completed on the same day, or attendees are unable to pick up the garment due to
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	delays, Activity staff may offer, in their absolute discretion, to post the garment to the attendee. • To be eligible for selection of an embellishment, Attendees must present a garment or apparel item, purchased within Emporium Melbourne between Thursday 3 September – Sunday 20 September 2026 and provide proof of a valid receipt of purchase from Emporium Melbourne between Thursday 3 September – Sunday 20 September 2026. • A maximum of 5 embellishments are available for claim per person per day, unless otherwise determined by Activity staff in accordance with these terms and conditions. There will be a maximum of 40 sessions per staffed day for the duration of the Activity promotional period. • We reserve the right to update these Activity Conditions and/or the requirements at the Activity to reflect directives imposed by a government authority, as those may be in force and updated from time to time. • The Activity will run from Thursday 17 September – Sunday 20 September 2026 with the below session times: ○ Thursday 17 September: 12pm–5pm ○ Friday 18 September: 12pm–5pm ○ Saturday 19 September: 12pm–5pm ○ Sunday 20 September: 12pm–5pm • A range of embellishments will be available for attendees to select from, subject to availability. Embellishments may vary in type, complexity and method of attachment. Activity personnel will determine which embellishments are available for a particular garment, having regard to the garment type, fabric, construction, condition, available time and operational requirements. The number, type and placement of embellishments available may be limited depending on the garment presented.
Activity Area	Ground Floor, Lonsdale St Entrance
Centre	Emporium Melbourne
Property Owners	Perpetual Limited ACN 000 431 827 in its capacity as custodian, and 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.
Contact	For any queries in relation to your booking please contact us by using the online form available at https://www.emporiummelbourne.com.au/centre-info/contact-us
Cancellation	• Please notify us by using the contact details above 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. • 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. We are not responsible

	for any costs you might incur relating to the rescheduling of session times. • The Activity will not proceed if Vicinity decides, in its absolute discretion, 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 Activity. We are not responsible for any costs you might incur relating to Activity cancellation.
Activity Rules	• You must arrive at the Activity Area at least 5 minutes prior to your allocated session time. Please ensure that necessary time is allowed to accommodate possible traffic and/or parking delays. • We urge you to arrive on time as we will be running a tight schedule. We make no guarantees that we can accommodate late arrivals. • Upon arrival at the Activity Area, you must present your ticket, garment and valid receipt to Activity personnel. Your ticket will be attached to your email booking confirmation and will include a QR code. Activity personnel will scan the QR code to record your attendance. • You must (and your booking group member) comply with all reasonable directions of Activity personnel, including their employees, contractors, authorised agents and security personnel. Health and safety is a priority for the Activity, so in particular: ○ While waiting to enter Activity area, you must wait where indicated by Activity personnel and relevant signage. ○ No outside food or drink will be permitted in the Activity area. ○ Smoking (including e-cigarettes) is not permitted in the Activity area. ○ You must not attend the Activity if you feel unwell or prohibited by government restrictions from attending. • Upon arrival at the Activity area, you must comply with any requirements reasonably imposed by Vicinity and any government mandate or law (and provide evidence of compliance (or exemption if applicable) if requested), to protect the health and safety of people at the Centre and the Activity. • You (and any booking group members) must not engage in anti-social, disruptive, threatening, abusive, unlawful, harassing or otherwise inappropriate behaviour. This includes (for example): • Engaging in conduct that is not consistent with the instructions given by Activity personnel which may result in damage to the Activity Space; • Engaging in conduct that may jeopardise the proper conduct of the Activity or the health and safety of those present; or • Doing anything that may diminish the good name or reputation of the Centre. • You (and any booking group members) must be appropriately dressed to enter the Activity Area.

	• In the event of any breach of these Activity Conditions, we and the Centre retain the right (in our absolute discretion) to refuse you (and any children in your care and any booking group members) entry to the Activity Area or to require you (and any children in your care and any booking group members) to leave the Activity Area or Centre. • You acknowledge that the application of an embellishment may alter the appearance, condition or fit of a garment and that the final appearance of the embellishment may vary from your expectations. To the maximum extent permitted by law, Vicinity is not responsible for dissatisfaction with the appearance or outcome of an embellishment, ordinary wear and tear, or minor damage resulting from the embellishment process. You are responsible for ensuring that any garment presented for embellishment is suitable for alteration. Except to the extent liability cannot be excluded by law, Vicinity is not liable for loss of or damage to garments, including where it is left unattended or not collected promptly following completion of the embellishment. Please speak to one of our Activity staff or Centre Concierge team before your session if you are unsure of your garment's suitability. • You agree that once an embellishment has been applied to the garment, you may not be entitled to a refund, return or exchange of that altered garment or apparel. Any request for a refund, return or exchange of that garment or apparel must be with the retailer from which the item was purchased and is subject to that retailer's applicable terms and conditions, including any rights that cannot be excluded by law. • Attendees acknowledge that embellishments may include decorative items such as pins, brooches, badges, patches and similar attachments which may become detached, catch on other items or cause damage if not used, handled or cared for appropriately. Embellishments may require special care and cleaning. Upon collection of the garment, attendees assume responsibility for the ongoing use, wear, storage and care of the garment and any embellishments affixed to it. • Embellished garments are not suitable for infants, young children or individuals who may be at risk of injury from sharp or detachable objects. Parents and guardians are responsible for determining whether an embellished garment is appropriate for a child and for supervising access to embellished garments. Attendees are responsible for inspecting embellished garments prior to use and for ensuring embellishments are worn, handled, stored and maintained safely. • To the maximum extent permitted by law, Vicinity is not liable for any loss, damage or injury arising from the use, wear, handling or storage of an embellished garment after it has been collected by the attendee, except where liability cannot be excluded by law. • For the purposes of these Activity Conditions, "garment" means a wearable item of apparel. Garments do not include beauty products, jewellery, accessories, lingerie, underwear, swimwear, homewares or other non-wearable products. • The Activity is best suited to plain and simple garments and stable fabrics, including t-shirts, rib tops, tank tops, blazers, medium-weight cotton, light denim, canvas and other stable woven fabrics suitable for embellishment • Some garments and fabrics may be more difficult or unsuitable to embellish, including leather, velvet, satin, silk, chiffon, lycra/spandex,
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	waterproof fabrics, knitted materials, heavily textured fabrics, garments with sewn-in linings, and other delicate or highly stretchable materials. Attendees may still present these garments, however the type, number or placement of embellishments that can be applied may be limited. Activity personnel may determine, in their discretion, whether a garment is suitable for particular embellishments.
Photography	• By attending the Activity, you consent to: ○ you (and any booking group members) being photographed and/or filmed by a photographer hired by the Centre; and ○ the use of any images and/or films/videos captured at the Activity for promotional, marketing, and advertising purposes, including on social media channels by the Centre and Vicinity. • If you do not consent to you (or any booking group members, including children) being photographed or filmed, please do not make a booking for this Activity. • For further information about how we collect, use, disclose and handle personal information see our Privacy Policy at https://www.vicinity.com.au/privacy-policy. • You may take your own photographs of yourself and any other people included in your booking, during the Activity. You must not take photographs of other people at the Activity without their express consent.

Agreement to these Activity Conditions

1. By making a booking for the Activity or by attending the Activity you agree to these Activity 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. This Agreement begins when you:
 - a. complete the online booking process on the Centre's Website;
 - b. otherwise book for the Activity (e.g. by contacting us to assist you to make an online booking on the Centre's Website); or
 - c. attend the Activity,whichever comes first.
3. All bookings are subject to Vicinity's Booking Terms which are located at <https://www.emporiummelbourne.com.au/terms-and-conditions>. To the extent that there is any inconsistency between Vicinity's Booking Terms and these Activity Conditions, these Activity Conditions will prevail.

Liability

4. 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 Activity Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.
5. 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.
6. To the extent permitted by statute (including, if applicable, section 139A of the *Competition and Consumer Act 2010* (Cth) (**ACL**) and/or section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) (**VACL**)), the liability, if any, of Vicinity arising from these Activity Conditions is excluded in respect of any:
- a. death;
 - b. physical or mental injury or discomfort (including the aggravation, acceleration or recurrence of such an injury);
 - c. contraction, aggravation or acceleration of an illness, virus or disease; or
 - d. coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that:
 - i. is or may be harmful or disadvantageous to an individual or the community; or
 - ii. may result in harm to an individual or the community,
- where such liability would otherwise arise under or in relation to any applicable warranty or guarantee, except where such injury is caused by the reckless conduct of Vicinity.
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 Activity or these Activity 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. You acknowledge that the Activity constitutes a recreational service. Under section 22 of the VACL, Vicinity is entitled to ask you to agree that statutory guarantees under the VACL with respect to the Activity do not apply. Under section 22 of the VACL, the exclusion of these statutory guarantees is brought to your attention as follows:
- WARNING:** If you participate in these activities your rights to sue Vicinity under the VACL if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in these terms and conditions.
- NOTE:** The change to your rights, as set out in these terms and conditions, does not apply if your death or injury is due to gross negligence on Vicinity's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3)(b) of the VACL.
9. Except for any liability which cannot be excluded by law, 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 Activity, these Activity Conditions or Vicinity's Booking Terms is capped at \$100, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
10. All references to Vicinity in clauses 5 to 9 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.

Specific limitation of liability

11. 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 Activity Conditions.

12. 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 (**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 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.

Limitation of liability – Trustee

13. In these clauses, the Contracting Parties are:

- a. CC No. 1 Pty Ltd (ACN 106 274 668) in its capacity as trustee of the CC No 1 Trust (ABN 39 450 974 790) (**Trust 1**) (**Trustee 1**)
- b. CC No. 2 Pty Ltd (ACN 106 274 640) in its capacity as trustee of the CC No 2 Trust (ABN 45 147 105 844) (**Trust 2**) (**Trustee 2**)

14. Limitation of liability of Trustee 1 and Trustee 2

- (a) Unless otherwise specifically contemplated in this Document, and subject to clause 14(d), Trustee 1 and Trustee 2 enters into this Document only in their capacity as trustees of Trust 1 and Trust 2 and in no other capacity. A liability arising under or in connection with this Document can be enforced against Trustee 1 and Trustee 2 only to the extent to which Trustee 1 and Trustee 2 is actually indemnified for the liability out of the property of Trust 1 and Trust 2. The limitation of Trustee 1 and Trustee 2's liability applies and extends to all liabilities and obligations of Trustee 1 and Trustee 2 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 14(d), a party to this Document may not sue Trustee 1 and Trustee 2 in any capacity other than as trustees in respect of Trust 1 and Trust 2, including seeking the appointment to Trustee 1 and

- Trustee 2 of receivers (except in relation to property of Trust 1 and Trust 2), a liquidator, administrator or any similar person or proving in any liquidation, administration or arrangement of or affecting Trustee 1 and Trustee 2 (except in relation to Trust 1 and Trust 2).
- (c) In entering into this agreement in their capacity as trustees of Trust 1 and Trust 2, Trustee 1 and Trustee 2 represents and warrants in relation to Trust 1 and Trust 2 that Trustee 1 and Trustee 2 has a right to be indemnified out of the assets of Trust 1 and Trust 2 for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to Trust 1 and Trust 2.
 - (d) The provisions of this clause 14 do not apply to any obligation or liability of Trustee 1 and Trustee 2 to the extent that it is not satisfied because under the trust deeds establishing Trust 1 and Trust 2, or by operation of law, there is a reduction in the extent, or elimination of, Trustee 1 and Trustee 2's right of indemnification out of the assets of Trust 1 and Trust 2, 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 Trustee 1 and Trustee 2; or
 - (ii) the failure of Trustee 1 and Trustee 2 to exercise any right of indemnity it has under the trust deeds establishing Trust 1 and Trust 2 in respect of that obligation or liability.

Intellectual property rights

- 15. 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.
- 16. 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 Activity Conditions

- 17. We may change or update these Activity 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 Activity. The version that you accept will be the version that applies to that booking, even if we change or update these Activity Conditions before your booked activity occurs.

General

- 18. We may assign, novate or otherwise deal with any of our rights or obligations under these Activity Conditions without obtaining your consent, if to do so will be unlikely to cause any material detriment to you.
- 19. The laws of Victoria, Australia govern these Activity Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
- 20. These Activity Conditions form the entire agreement between Vicinity and you specifically regarding the Activity. That agreement can only be amended by written agreement between us. When you make a booking for the Activity, Vicinity's Booking Terms will also apply.
- 21. If any provision of these Activity 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 Activity Conditions will not be affected.