

EMPORIUM MELBOURNE

ACTIVITY CONDITIONS

EMPORIUM MELBOURNE – [SIGNATURE CUSTOMER EXPERIENCE]

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| Activity | <ul style="list-style-type: none">• 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-Newsletter 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.• You must be 18 years or older to make a booking for this Activity.• Bookings for individuals or groups of up to 2 people may only be made on the Centre's website located at https://www.emporiummelbourne.com.au/ (the Centre's Website). Booking requests will not be accepted at the Centre. We may, in our absolute discretion, permit individuals without bookings to attend the Activity. Such individuals, will, by attending, be deemed to agree to these Activity Conditions.• There are 3 different session types to choose from, as follows:<ul style="list-style-type: none">○ Sketching Style – live drawing salon○ Inside the Industry – panel discussion with fashion experts○ Master the Look – beauty and fashion masterclass• Each ticket to the Activity entitles an individual to entry to a one-hour session at the activation, located in the Activity Area.• Each session will be managed by 2 Activity personnel.• As part of each session in the Activity, attendees will engage in 15 minutes of welcome and introduction, followed by an immersive 30–45-minute session.• Please refer to the suggested age groups for each workshop on the Centre's Website prior to booking. If you are unsure about whether a session is suitable for you or a member of your booking group, please refer to the information available at https://www.emporiummelbourne.com.au/style-matters-2025.• We reserve the right to update these Activity Conditions and/or the requirements at the Activity to reflect directives imposed by a |
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| | <p>government authority, as those may be in force and updated from time to time.</p> <ul style="list-style-type: none">• The Activity will run from Friday 17 October – Saturday 18 October 2025 with the below session times.<ul style="list-style-type: none">○ Sketching Style:<ul style="list-style-type: none">▪ Session 1: Friday 17 October 2025 5:30pm – 6:30pm○ Inside the Industry:<ul style="list-style-type: none">▪ Session 1: Friday 17 October 2025 7:00pm – 8:15pm○ Master the Look:<ul style="list-style-type: none">▪ Session 1: Friday 18 October 2025 10:30am – 11:45am▪ Session 2: Friday 18 October 2025 12:00pm – 1:15pm▪ Session 3: Friday 18 October 2025 1:30pm – 2:45pm▪ Session 4: Friday 18 October 2025 3:00pm – 4:15pm• Activity may involve a degree of physical exertion or physical risk. If you are not comfortable with the risks involved, please do not make a booking for, or attend, a session.• The Activity involves the distribution of a Beverage at the activation zone located in the Centre, subject to availability, prepared and distributed in accordance with Victoria safety laws and liquor licensing regulations. |
| Activity Area | Lonsdale Street Entry, Ground Floor |
| Centre | Emporium Melbourne, 287 Lonsdale Street, Melbourne, Victoria 3000 |
| Property Owners | <ul style="list-style-type: none">• 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. |
| Ticket Prices | \$0 |
| 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 | <ul style="list-style-type: none">• 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. |

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| Activity Rules | <ul style="list-style-type: none">• 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 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:<ul style="list-style-type: none">○ 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 use a laser pointer within the Activity Area; and○ 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.• Drinks provided within the bar must be consumed onsite and not taken outside the activation zone. |
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| | <ul style="list-style-type: none">• One (1) standard drink per person only (limited and subject to availability). |
| Photography | <ul style="list-style-type: none">• By attending the Activity, you consent to:<ul style="list-style-type: none">○ 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. |
| Gift Bags | <ul style="list-style-type: none">• As part of attending the activity, participants may be eligible to receive a free gift in a form to be determined by us in our absolute discretion, and subject to availability, up to the value of \$10. |

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. Vicinity Funds Management Pty Ltd (ACN 167 606 939) in its capacity as trustee of the Bourke and Lonsdale Trust (ABN 78 837 245 929) (**Trust**) (**Trustee**)
- b. Reco Moomba Pty Ltd (ACN 126 421 118) in its capacity as trustee of the Melbourne CBD Retail Trust (ABN 23 793 112 287) (**Reco**)

14. Limitation of liability of Trustee

- (a) Unless otherwise specifically contemplated in this Document, and subject to clause 14(d), 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 14(d), 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, 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) In entering into this agreement in its capacity as trustee of the Trust, the Trustee represents and warrants in relation to the Trust that the Trustee has a right to be indemnified out of the assets of the Trust for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to the Trust.
- (d) The provisions of this clause 14 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.

15. Limitation of liability of Reco

15.1 Several liability

Despite any other provision in this Document, if any party comprises two or more persons, those persons have entered into this Document severally but not jointly nor jointly and severally, and their liabilities and obligations under this Document are several and limited to the proportion expressed as a percentage that the property interest of the relevant party in the Centre bears to the aggregate property interests of all of the parties in the Centre from time to time.

15.2 Limitation of liability of Reco

- (a) This limitation of Reco's liability applies despite any other provisions of this Document and extends to all liabilities and obligations of Reco in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Document.
- (b) Reco enters into this Document as trustee of the Trust and in no other capacity.
- (c) The parties other than Reco acknowledge that Reco incurs the Obligations solely in its capacity as trustee of the Trust and that Reco will cease to have any obligation under this Document if Reco ceases for any reason to be trustee of the Trust.
- (d) Subject to clause 15.2(h), Reco 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.
- (e) Subject to clause 15.2(h), the parties other than Reco may enforce their rights against Reco arising from non-performance of the Obligations only to the extent of Reco's right of indemnity out of the Assets of the Trust.
- (f) Subject to clause 15.2(h), if any party other than Reco does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:
 - (i) bringing proceedings against Reco in its personal capacity; or
 - (ii) applying to have Reco put into administration or wound up or applying to have a receiver or similar person appointed to Reco or proving in the administration or winding up of Reco.
- (g) Subject to clause 15.2(h), the parties other than Reco waive their rights and release Reco 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 Reco of any of its Obligations; or
 - (B) non-performance by Reco of the Obligations; and
 - (ii) which cannot be paid or satisfied out of the Assets of which Reco is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.
- (h) The parties other than Reco acknowledge that the whole of this Document is subject to this clause 15 and Reco shall in no circumstances be required to satisfy any liability of Reco 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 Reco's control and in its possession as and when they are available to Reco to be applied in exoneration for such liability PROVIDED THAT if the liability of Reco is not fully satisfied out of the Assets of the Trust as referred to in this clause 15, Reco 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 Reco in the performance of Reco's duties as trustee of the Trust which is one which would preclude Reco's legal right to be indemnified out of the assets of the Trust.

- (i) The parties agree that no act or omission of Reco (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of trust of Reco for the purposes of this clause 15 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.
- (j) No attorney, agent or other person appointed in accordance with this Document has authority to act on behalf of Reco in a way which exposes Reco to any personal liability, and no act or omission of such a person will be considered fraud, negligence or breach of trust of Reco for the purposes of this clause 15.
- (k) Despite any other provision of this Document, Reco 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 clause 15.

Intellectual property rights

- 16. 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.
- 17. 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

- 18. 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

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.