

# CHADSTONE

## ACTIVITY CONDITIONS

### CHADSTONE – Hype Girl Social Club – Makers Night

<p><b>Activity</b></p>	<ul style="list-style-type: none"> <li>• <b>Hype Girl Social Club – Makers Night (Activity)</b> is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (<b>Vicinity, we, us or our</b>) as agent for the Property Owners of the Centre.</li> <li>• You must be, or become, a Chadstone First member to book for the Activity. Chadstone First members 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 Chadstone First if you're not already a member.</li> <li>• Alcohol will be served at this Activity. You must be 18 years or older to book and attend this Activity. Valid photo identification may be requested.</li> <li>• Bookings for individuals or groups of up to 6 people may only be made on the Centre's website located at <a href="http://www.chadstone.com.au">www.chadstone.com.au</a> (the <b>Centre's Website</b>). 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.</li> <li>• Each ticket to the Activity entitles an individual to entry to a 90 minute kenzan arrangement workshop with Flowers Vasette followed by shared food inside the private dining area at Cinque Terre, where guests will enjoy the following: <ul style="list-style-type: none"> <li>○ 1 x aperol spritz</li> <li>○ 1 x glass of house white, red or sparkling wine per attendee</li> <li>○ Selection of pizzas and fries*</li> </ul> <p>*Attendees will be provided with dishes from the Cinque Terre. Please note the menu is managed by Cinque Terre, and items may contain allergens. Guests with dietary requirements or food allergies are encouraged to notify Cinque Terre on arrival; however, we cannot guarantee that all requirements can be accommodated.</p> </li> <li>• Each guest will take home: <ul style="list-style-type: none"> <li>○ Their bespoke kenzan arrangement</li> <li>○ A curated selected of premium floral stems</li> <li>○ A kenzan and vessel to continue creating at home</li> <li>○ A Vasette flower carrier</li> </ul> </li> <li>• Each session will be managed by 3 to 4 Activity personnel.</li> <li>• 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.</li> <li>• The Activity will run on 9 July from 6:30pm – 8:30pm</li> </ul>
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<b>Activity Area</b>	Cinque Terre at Chadstone
<b>Centre</b>	Chadstone Shopping Centre, 1341 Dandenong Road Chadstone Victoria 3148
<b>Property Owners</b>	<ul style="list-style-type: none"> <li>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</li> <li>Bridgehead Pty Ltd ACN 006 082 515.</li> </ul>
<b>Ticket Prices</b>	\$125 including GST
<b>Contact</b>	For any queries in relation to your booking please contact us by emailing <a href="mailto:chadstone.events@vicinity.com.au">chadstone.events@vicinity.com.au</a>
<b>Cancellation</b>	<ul style="list-style-type: none"> <li>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 ticket can be made available to another individual.</li> <li>We will not be issuing any refunds for missed sessions or cancellations unless exceptional circumstances apply. If you believe there are exceptional circumstances, please contact us via the email shared above. In such circumstances, we may, at our discretion, grant you a refund. Nothing in this clause gives rise to any right to change or reschedule a booking.</li> <li>All cancellation requests for a refund must be made more than 5 days before your booking date and time. If you request to cancel your booking less than 5 days before your session time, your request will be refused unless exceptional circumstances apply, we may, at our discretion, agree to cancel your booking and issue a refund. Requests to change or reschedule bookings are not permitted. The process for cancelling your booking is as follows: <ul style="list-style-type: none"> <li>review your original session date to ensure your request can be made with at least 5 days notice;</li> <li>contact us using the details above stating the original order number you would like cancelled and refunded;</li> <li>within up to ten (10) business days, you will be issued a refund for your original booking to the bank account used for the original transaction.</li> </ul> </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. We are not responsible for any costs you might incur relating to the rescheduling of session times.</li> <li>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.</li> </ul>

<p><b>Activity Rules</b></p>	<ul style="list-style-type: none"> <li>• You must arrive at Cinque Terre at least 5 minutes prior to the event start time. Please ensure that necessary time is allowed to accommodate possible traffic and/or parking delays.</li> <li>• 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.</li> <li>• 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.</li> <li>• You must (and your booking group members must) comply with all reasonable directions of Activity personnel, including their employees, contractors, authorised agents and security personnel.</li> <li>• 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.</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>○ Engaging in conduct that is not consistent with the instructions given by Activity personnel which may result in damage to the Activity Space;</li> <li>○ Engaging in conduct that may jeopardise the proper conduct of the Activity or the health and safety of those present; or</li> <li>○ Doing anything that may diminish the good name or reputation of the Centre.</li> </ul> </li> <li>• You (any booking group members) must be appropriately dressed to enter the Activity Area.</li> <li>• In the event of any breach of these Activity Conditions, we and the Centre retain the right (in our absolute discretion) to refuse you (any booking group members) entry to the Activity Area or to require you (and any booking group members) to leave the Activity Area or Centre.</li> </ul>
<p><b>Photography</b></p>	<ul style="list-style-type: none"> <li>• By attending the Activity, you consent to: <ul style="list-style-type: none"> <li>○ you (and any booking group members) being photographed and/or filmed by a photographer hired by the Centre; and</li> <li>○ 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.</li> </ul> </li> <li>• If you do not consent to you (or any booking group members) being photographed or filmed, please do not make a booking for this Activity.</li> </ul>

	<ul style="list-style-type: none"> <li>• For further information about how we collect, use, disclose and handle personal information see our Privacy Policy at <a href="https://www.vicinity.com.au/privacy-policy">https://www.vicinity.com.au/privacy-policy</a>.</li> <li>• 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.</li> </ul>
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### 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 other people attending 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://a.storyblok.com/f/62672/x/dd354791a6/vicinity-event-booking-terms.pdf>. 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.

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:

- c. death;
- d. physical or mental injury or discomfort (including the aggravation, acceleration or recurrence of such an injury);
- e. contraction, aggravation or acceleration of an illness, virus or disease; or
- f. 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.

6. 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.
7. 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.

8. 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.
9. 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

10. 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.
11. 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 – Custodian and Responsible Entity/Trustee**

12. In these clauses, the Contracting Parties are:

- a. Perpetual Limited ACN 000 431 827 (**Custodian**) in its capacity as custodian of the Vicinity NVN Trust ABN 43 813 342 348 (**Trust**); and
- b. Vicinity Funds RE Ltd ACN 084 098 180 (**Responsible Entity/Trustee**) in its capacity as trustee of the Trust.

13. Limitation of liability of Custodian

- a. The Custodian enters into this Document only as agent of the Responsible Entity/Trustee. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's/Trustee's agent and is not liable under any circumstances to any party under this Document. The limitation of the Custodian's liability applies despite any other provision of this Document and extends to all liabilities and obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Document.
- b. The Custodian is not obliged to do or refrain from doing anything under this Document (including, without limitation incur any liability) unless the Custodian's liability is limited in the same manner as set out in this clause 13.
- c. No attorney, agent, receiver or receiver and manager appointed in accordance with this Document has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.
- d. If, whether by the express provisions of this Document or by implication of law, the Custodian makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Custodian's actual corporate knowledge, those representations and warranties are taken to have been made by the Responsible Entity/Trustee.

14. Limitation of liability of Responsible Entity/Trustee

- a. Unless otherwise specifically contemplated in this Document, and subject to clause 14(c), the Responsible Entity/Trustee enters into this Document only in its capacity as responsible entity/trustee of the Trust and in no other capacity. A liability arising under or in connection with this Document can be enforced against the Responsible Entity/Trustee only to the extent to which the Responsible Entity/Trustee is actually indemnified for the liability out of the property of the Trust. The limitation of the Responsible Entity's/Trustee's liability applies and extends to all liabilities and obligations of the Responsible Entity/Trustee in any way connected with any

- representations, warranties, conduct, omission, agreement or transaction related to this Document.
- b. Unless otherwise specifically contemplated in this Document, and subject to clause 14(c), a party to this Document or attending the Activity may not sue the Responsible Entity/Trustee in any capacity other than as responsible entity/trustee in respect of the Trust, including seeking the appointment to the Responsible Entity/Trustee of a receiver (except in relation to property of the Trust), a liquidator, administrator or any similar person or proving in any liquidation, administration or arrangement of or affecting the Responsible Entity/Trustee (except in relation to the Trust).
  - c. The provisions of this clause 14 do not apply to any obligation or liability of the Responsible Entity/Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust, or by operation of law, there is a reduction in the extent, or elimination of, the Responsible Entity's/Trustee's right of indemnification out of the assets of the Trust, or such right does not exist at all, as a result of:
    - i. in the case of the Responsible Entity, having incurred the obligation or liability other than in the proper performance of its duties as responsible entity;
    - ii. in the case of the Trustee, having incurred the obligation or liability as a result of fraud, gross negligence, wilful default or breach of trust by the Trustee; or
    - iii. the failure of the Responsible Entity/Trustee to exercise any right of indemnity it has under the trust deed establishing the Trust in respect of that obligation or liability.

### **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.