

# CHADSTONE

THE FASHION CAPITAL

## EVENT CONDITIONS

### CHADSTONE SANTA PHOTOGRAPHY AND SENSITIVE SANTA PHOTOGRAPHY 2021

<b>Event</b>	<ul style="list-style-type: none"><li>• Chadstone's Santa Photography and Sensitive Santa Photography event (<b>Event</b>) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (<b>Vicinity, we, us</b> or <b>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 Event. Chadstone First members receive email updates about the latest offers, event details and news of what is happening in-Centre. When booking for the Event, you will be invited to join Chadstone First if you're not already a member.</li><li>• You must be 18 years or older to make a booking for this Event.</li><li>• All children under 18 years attending the Event must be accompanied by a guardian or parent.</li><li>• If you are 16 years or over you must be fully vaccinated against COVID-19 or have a valid vaccination exemption to attend this Event. You will be required to provide evidence of your vaccination/exemption status upon arrival at the Event Area.</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="https://www.chadstone.com.au">https://www.chadstone.com.au</a> (the <b>Centre's Website</b>). Booking requests will not be accepted at the Centre.</li><li>• Each ticket to the Event entitles an individual or group entry to the Santa set for a maximum of (as applicable to the booking) 5 minutes for Santa Photography or 10 minutes for Sensitive Santa Photography during which the individual/group can have up to 5 photographs with Santa taken by a professional photographer. You will be asked to provide your mobile phone number when you check-in at the Event Area so that an SMS link to a digital gallery of your photographs can be sent to you by the photographer after your session.</li><li>• The Event has been designed to ensure all attendees and Event personnel (including Santa) comply with current COVID-19 guidelines.</li><li>• Sensitive Santa Photography considers the environment for the Event. Sessions are hosted before the Centre opens and are designed with lower impact sensory elements, quieter sounds, gentle lighting and sensitive Santa moments.</li></ul>
<b>Event Area</b>	Lower Ground Level, outside Target
<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>	<p>Exclusive to Chadstone First Members, Santa Photography and Sensitive Santa Photography is \$44.00 (inc. GST) per booking (the same price applies whether the booking is for an individual or a group)</p>
<b>Contact</b>	<p>For any queries in relation to your booking please contact us by using the online form available at <a href="https://www.chadstone.com.au/about/contact-us">https://www.chadstone.com.au/about/contact-us</a> or call us on (03) 9563 3355.</p>
<b>Cancellation and Refund Policy</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 allocated session can be made available to another individual/group.</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 call us on the phone number above. In such circumstances, we may choose whether to grant you a refund. We will not unreasonably refuse to grant a refund where the exceptional circumstances limited or prevented us from running the Event as originally planned.</li> <li>• If you want to change your booking 48 hours or more before your session time, you can re-book to another date or time (<b>if available</b>) and receive a full refund of your original payment.</li> <li>• The process for changing your booking is as follows: <ul style="list-style-type: none"> <li>○ review your original session time to ensure your request can be made with at least 48 hours' notice;</li> <li>○ book your preferred new session time (directly on the Centre's Website), including making payment for the new session time;</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>• If you request to change your booking less than 48 hours before your session time, your request will be refused unless exceptional circumstances apply. If exceptional circumstances apply, we may agree to your request <b>if other suitable sessions are available</b> and we will not unreasonably refuse your request where the exceptional circumstances will limit or prevent us from running your scheduled session as originally planned.</li> <li>• We reserve the right to reschedule session times if necessary due to circumstances beyond our reasonable control. If we need to reschedule a session time, we will if practical notify you of the new session time 48 hours or more before your original session time. If you cannot attend the new session time, a full refund will be</li> </ul>

	<p>provided. We are not responsible for any other costs you might incur relating to the rescheduling of session times.</p> <ul style="list-style-type: none"> <li>• The Event 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 Event. A full refund will be provided if Vicinity determines that the Event cannot go ahead. We are not responsible for any other costs you might incur relating to Event cancellation.</li> </ul>
<p><b>Event Rules</b></p>	<p>Your conduct at the Event:</p> <ul style="list-style-type: none"> <li>• You must arrive at the Event Area at least five minutes prior to your allocated session 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 and adhering to a strict no late arrivals policy. If you arrive late for your session and the individual/group booked immediately after your session is early, we will use our best endeavours to rearrange your session with that next booking. We make no guarantees that we can accommodate late arrivals.</li> <li>• Upon arrival at the Event 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 will also be asked to confirm your mobile phone number for the purpose of the photographer sending you an SMS directly after your session. The SMS will include a link to the online gallery platform where you will be able to view a digital gallery of your photographs. You will have up until 28 February 2022 to download photographs from the online gallery, using the link supplied to you via SMS following your session. After this date, the link to the digital gallery will no longer be active and images no longer available for download.</li> <li>• If you are attending in a group, all members of your group must be present before you will be granted access to the Santa set. Each booking is for a 5 minute time slot for Santa Photography or 10 minute time slot for Sensitive Santa Photography within the Santa set.</li> <li>• You must (and your 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"> <li>○ While waiting to enter the Santa set, you must wait where indicated by Event personnel and relevant signage;</li> <li>○ Your group must adhere to social distancing guidelines including by maintaining a 1.5 metre distance from Santa, Event personnel and other attendees at all times;</li> <li>○ The use of hand sanitiser is mandatory upon arrival at the Event Area;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>○ If mandated by government authorities those over the age of 12 must wear a mask for the duration of their attendance at the Event excluding people who cannot wear a mask for a lawful excuse or exception;</li><li>○ You must not attend the Event if you (or allow any members of your group to attend if they) feel unwell or have any reason to believe that you (or they) are or may be infected with COVID-19 or are otherwise prohibited by government restrictions from attending;</li><li>○ Upon arrival at the Event Area:<ul style="list-style-type: none"><li>- if mandated by government authorities, all attendees aged 18 and over must check in via the Government QR Check-In point;</li><li>- you must confirm that neither you (nor any group members) nor anyone in your household has been confirmed as having COVID-19 within 14 days leading up to your attendance at the Event, or are currently awaiting COVID-19 test results or are a close contact with a case of COVID-19 that was confirmed within 14 days leading up to your attendance at the Event;</li><li>- you must confirm that you (and any group members) are well and that you have not had any cold, fever or flu-like symptoms or respiratory problems within 14 days leading up to your attendance at the Event;</li><li>- all attendees aged 16 and over must provide evidence that they are fully vaccinated against COVID-19 or have a valid exemption from vaccination against COVID-19;</li><li>- you must comply with any other requirements reasonably imposed by Vicinity and consistent with 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 Event;</li></ul></li><li>○ Parents/caregivers must ensure that children are supervised, remain under their control at all times and are compliant with all COVID-Safe practices (e.g. parents/caregivers must hold children's hands to ensure compliance with social distancing requirements);</li><li>○ You (and any group members including children) must stay in the designated walking areas within the Santa set. Exploration of the Santa set not forming part of the walking area is strictly prohibited.</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 may jeopardise the proper conduct of the Event or the health and safety of those present; or</li><li>- doing anything that may diminish the good name or reputation of the Centre; and</li></ul></li><li>○ You (and any group members) must be appropriately dressed to enter the Santa set.</li></ul>
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	<ul style="list-style-type: none"> <li>• In the event of any breach of these Event Rules, we and Centre retain the right (in our absolute discretion) to: <ul style="list-style-type: none"> <li>○ Refuse you entry to the Event Area or require you to leave the Event Area or Centre; and/or</li> <li>○ Invite you to change your booking using our Cancellation and Refund Policy.</li> </ul> </li> </ul>
<p><b>Photography</b></p>	<ul style="list-style-type: none"> <li>• A professional photographer (and his/her assistant/s) will take a maximum of 5 photographs of you/your group during your time in the Santa set.</li> <li>• By attending the Event, you consent to you (and any group members including children) being photographed. You/your group will need to stand for your photographs (unless unable to stand due to a disability or medical condition) and 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.</li> <li>• When you check-in for the Event you will also be asked to confirm your mobile phone number for the purpose of the photographer sending you an SMS directly after your session with a link to the photographer's website where you will be able to view a digital gallery of your photographs. 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 the photographer's website.</li> <li>• The SMS sent to you directly after your session will state the final date by which you may access and download photographs from the digital gallery (28 February 2022). After this date, the link to the digital gallery will no longer be active and images no longer available for download.</li> <li>• Prints of photographs will not be available at the Event or anytime thereafter. Providing photographs digitally ensures we are practising the highest standard of COVID-Safe measures. You are permitted to print photographs from the digital gallery provided to you by the photographer in your own time at a retailer of your choice.</li> <li>• You may take your own photographs of yourself and any other people included in your booking, but only during your allocated session time. You must not take photographs of other people at the Event without their express consent.</li> </ul>

**Agreement to these Event Conditions**

1. By making a booking for the Event or by attending 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. 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.

3. All bookings are subject to Vicinity's Booking Terms which are located at <https://www.vicinity.com.au/uploads/pdfs/VICINITY%20BOOKING%20TERMS.pdf>. To the extent that there is any inconsistency between Vicinity's Booking Terms and these Event Conditions, these Event Conditions will prevail.
4. You may redeem any valid promotional code when booking for the Event. To redeem a promotional code, the code should be entered when you are completing the online booking process. Unique promotional codes can only be used by the intended recipient and cannot be transferred to another individual. A promotional code can only be used once and a maximum of one promotional code will be permitted per transaction. Promotional codes cannot be used in conjunction with any other offer including other promotional codes. Promotional codes cannot be exchanged for cash. Promotional codes cannot be used retroactively on transactions that have already been processed.

#### **Liability**

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

is capped at the Booking Fee, 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.

### 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 Event 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 Event 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 Event Conditions**

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



## **General**

18. 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.
19. 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.
20. 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.
21. 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.