

## SERVICE CONDITIONS

### HANDS FREE SHOPPING AT CHADSTONE

<b>Service</b>	<ul style="list-style-type: none"><li>• The Hands Free Shopping Service at Chadstone – The Fashion Capital (<b>Service</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>• Bookings must 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>).</li><li>• A single booking for the Service entitles you to use our digital parcel collection and minding service, accessible on your mobile phone (<b>Hands Free Shopping Solution</b>) comprised of:<ul style="list-style-type: none"><li>○ a text message sent to you containing an SMS link to an online system which you use to notify the Hands Free Shopping team of parcel collection requests;</li><li>○ following such requests, collection by us of your shopping purchases (<b>Parcels</b>) from participating retail stores at the Centre;</li><li>○ Parcel minding in secure storage locations at the Centre; and</li><li>○ convenient collection of your Parcels from the Collection Location, or other such collection point as we advise to you via SMS,</li></ul></li><li>• Please note that the Hands Free Shopping Service is a complimentary service for Valet Parking customers who can enjoy delivery of their Parcels directly to their vehicle.</li></ul>
<b>Collection Location</b>	You must collect your Parcels on the day of the Service, once you have finished shopping, from the Chadstone Valet Parking area on Lower Ground.
<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>Service Fees</b>	\$25 (incl. GST) per booking.
<b>Contact</b>	For any queries in relation to your booking please contact us by email at <a href="mailto:chadstone.reception@vicinity.com.au">chadstone.reception@vicinity.com.au</a> or phone on (03) 9563 3355
<b>Refund and Cancellation Policy</b>	<ul style="list-style-type: none"><li>• You may request to cancel your booking by calling us on the phone number provided above. We will provide a full refund of the Service Fees paid by you to the credit card that you used to make your booking, if you request to cancel your booking at least 24 hours before the day of your booking (<b>Booking Date</b>).</li><li>• If you fail to attend on your scheduled date or request to cancel your booking less than 24 hours before your Booking Date, no refund of the Service Fees paid by you will be provided. However, if you believe there are exceptional circumstances, please call us on the phone number provided above. In such circumstances, we may choose whether to grant you a refund of the Service Fees paid by you. We will not unreasonably refuse to grant a refund where the exceptional circumstances limited or prevented us from providing the scheduled Service as originally planned.</li><li>• You may request to reschedule your booking by calling us using the phone number provided above.<ul style="list-style-type: none"><li>○ If you request to reschedule your booking 48 hours or more before your Booking Date, you can reschedule to another date (if available), at no cost.</li></ul></li></ul>

	<ul style="list-style-type: none"> <li>○ If you request to reschedule your booking less than 48 hours before your Booking Date, your request will be refused, unless there are exceptional circumstances. If you believe there are exceptional circumstances, please call us on the phone number provided above. In such circumstances, we may agree to your request to reschedule to another session time (subject to availability).</li> <li>• We reserve the right to reschedule your booking if necessary due to circumstances beyond our reasonable control. If we need to reschedule your booking, we will if practical notify you of the new date 48 hours or more before your original Booking Date. If you cannot attend on the new date, a full refund of the Service Fees paid by you will be provided. We are not responsible for any other costs you might incur relating to the rescheduling of your booking.</li> <li>• The Service will not proceed if Vicinity decides in its absolute discretion, whether for health, safety, security, occupancy, operational or resourcing reasons or other reasonable reasons, including but not limited to restrictions on occupancy and/or movement imposed by a government authority, to cancel the Service. A full refund of the Service Fees paid by you will be provided if Vicinity determines that the Service cannot go ahead. We are not responsible for any other costs you might incur relating to Service cancellation.</li> </ul>
<b>Service Rules</b>	<p><b>Use of the Hands Free Shopping Solution</b></p> <ul style="list-style-type: none"> <li>• The Service operates using the Hands Free Shopping Solution. When you make a booking for the Service, you will be asked to provide your personal details including your full name and mobile phone number. You will then be sent a unique SMS link that you are required to use throughout the duration of the Service, as detailed further below. You must keep this link confidential and secure.</li> <li>• At the time of making a purchase at a participating retail store, you must advise store staff that you are using the Hands Free Shopping Solution and that you wish to leave your Parcels with the retail store for the Hands Free Shopping team to collect. You must show store staff your unique SMS link so that they can confirm your details, label your Parcels appropriately and keep them for collection.</li> <li>• You must then tap your unique SMS link to initiate a collection request. This will involve completing the following mandatory fields – 1. Name of store; 2. Number of Parcels to collect; 3. Is a trolley required (eg, for numerous Parcels) (<b>Parcel Collection Request</b>). It is your responsibility to ensure the accuracy of Parcel Collection Requests.</li> <li>• Once your Parcel Collection Request is received by the Hands Free Shopping team, they will collect your packages and store them in a secure storage location within the Centre for the duration of your visit.</li> <li>• When you have finished your shopping for the day you must use your unique SMS link to access the online system and notify us of your intention to collect your Parcels from the Collection Location. All of your Parcels must be collected no later than 15 minutes before the Centre closes. You can also choose to drive through the Valet Parking location to collect your Parcels from the Collection Location and put them in your car.</li> <li>• The Hands Free Shopping team will make reasonable endeavours to deliver your Parcels to the Collection Location within 30 minutes after receiving notification of your intention to collect your Parcels from the Collection Location, however we cannot guarantee this timeframe.</li> </ul>

- You must show our staff your unique SMS link, and may be required to show our staff other identification to their reasonable satisfaction, to prove that you are the appropriate person to collect your Parcels.
- You must collect your Parcels on your Booking Date. If, for any reason, you cannot collect your Parcels on the Booking Date then you must notify us as soon as possible by calling (03) 9563 3355. We will work with you to arrange a suitable new collection time, however we will not hold Parcels for more than 3 days after the Booking Date.
- If you fail to collect your items on the Booking Date and a new collection date is not agreed between us, we will attempt to contact you on at least one occasion over the 3 day period following the Booking Date to arrange collection.
- Parcels not collected within 3 days after the Booking Date (or by any other deadline we agree in writing with you) may be disposed of in accordance with the Centre's disposal policy.
- A single booking for the Service entitles you to one opportunity to collect your Parcels from the Collection Location. Parcel Collection Requests received after you have retrieved your Parcels from the Collection Location will not be actioned unless you make a further booking for that same Booking Date (in which case you will be sent a new unique SMS link and the Hands Free Shopping Solution process, as outlined above, will apply again).

#### **Service restrictions**

- Each booking for the Service is limited to the day that is booked. You can use the Service for the entirety of the day you have booked, so long as your final purchase is made within 15 minutes of the Centre's closing time. Purchases made after this time will not be included in the Service. The Centre's Opening Hours can be found here: <https://www.chadstone.com.au/opening-hours>
- Only general merchandise shopping bags will qualify for collection through the Service. Any single item must be a maximum weight of 16kg and sized L 97cm, W 49cm, H 101cm, or it will not be collected. Bulky, oversize or heavy items requiring implementation of safe handling procedures and more than one person to lift will not be collected – delivery arrangements should be made directly with the relevant retail store for such goods.
- Parcels for collection must be appropriately packaged or bagged for ease of collection and transportation by one person (including using a single trolley). Loose items will not be collected. We will use our best endeavours to ensure that retail stores are briefed on packaging and bagging requirements, but we accept no responsibility for items that are not collected because they are not appropriately packaged or bagged (you will need to collect these from the store, or arrange delivery of these by the store).
- The total number of parcels to be collected for a single booking of the Service must not exceed twenty (20). If the number of parcels exceeds this amount, the parcels in the booking will not be collected.
- The following categories of items are excluded from the Service:
  - products from supermarkets (of any kind), alcohol, fresh food, perishable items and items requiring temperature or environmental controls of any kind;
  - plants or animals of any kind;
  - single high value items that exceed \$10,000 in value;
  - items that may pose a threat to our staff, third parties and/or their property, including but not limited to, weapons, explosives, flammables,

	<p>hazardous materials and/or any other potentially dangerous or damaging items;</p> <ul style="list-style-type: none"><li>○ personal belongings not purchased from a Centre retail store on that day (including, but not limited to, handbags, briefcases, wallets, purses, backpacks, suitcases or prams); or</li><li>○ personal identification documentation or forms of payment of any kind (including, but not limited to, passports, credit cards, cash and identification cards).</li></ul> <ul style="list-style-type: none"><li>• In circumstances where we reasonably consider items fall, or may fall, within any of the categories set out above, we retain the right (in our absolute discretion) to refuse to include such items in the Service. In such circumstances, we will let you know as soon as reasonably practicable that the relevant item/s have been refused and you will be responsible for locating and collecting the item/s and keeping the item/s in your possession for the rest of your visit.</li><li>• If you intend to use a vehicle to collect your Parcels, it is your responsibility to ensure that all your Parcels fit in that vehicle. If your Parcels do not fit within your vehicle, you are responsible for arranging alternative collection for the Parcels. Your Parcels cannot be left with Vicinity and our Service does not extend to storage of your Parcels.</li><li>• Without limiting any of the provisions below, you agree that Vicinity is not liable (including, without limitation, in negligence) for:<ul style="list-style-type: none"><li>○ any loss of, or damage to, your Parcels while the Parcels are in your possession, the possession of any store at the Centre or the possession of any third party;</li><li>○ loss or damage in relation to any items collected or stored as part of the Service which is incurred due to a cause beyond Vicinity's reasonable control; or</li><li>○ loss or damage caused by you failing to collect your items within the time limit(s) set out in these Service Rules</li></ul></li><li>• You agree that to the extent permitted by law, the maximum liability of Vicinity for any loss or damage pursuant to the Services is \$10,000 and you accept this cap on liability even in an instance you use the Services for any items with a combined total value exceeding \$10,000 (when more than one item has been left with us as part of the Service).</li><li>• In the event of any material breach by you of these Service Rules, we may:<ul style="list-style-type: none"><li>○ cancel your booking (whether prior to or on the day of your Service) in which case we may keep the Service Fees paid by you; and/or</li><li>○ require you to leave the Collection Location or the Centre; and/or</li><li>○ invite you to reschedule your booking using our Refund and Cancellation Policy.</li></ul></li></ul>
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## Agreement to these Service Conditions

1. By making a booking for the Service you agree to these Service 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, or
  - b. otherwise book for the Service (e.g. by contacting us to assist you to make an online booking on the Centre's Website).
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 Service Conditions, these Service Conditions will prevail.
4. You may redeem any valid promotional code when booking for the Service. 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) (**Australian Consumer Law**). Nothing in these Service 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 Service or these Service 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 Service, these Service Conditions or Vicinity's Booking

Terms is capped at the total amount you have paid for the Service for the relevant day, 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 **Error! Reference source not found.** 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 Service 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 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 Property Owner (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 Clauses – 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 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 Service Conditions**

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

## **General**

18. We may assign, novate or otherwise deal with any of our rights or obligations under these Service 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 Service Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
20. These Service Conditions form the entire agreement between Vicinity and you specifically regarding the Service. That agreement can only be amended by written agreement between us. When you make a booking for the Service, Vicinity's Booking Terms will also apply.
21. If any provision of these Service 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 Service Conditions will not be affected.