

CHADSTONE

THE FASHION CAPITAL

EVENT CONDITIONS

THE EMERGING ARTIST SPACE 2022 – ACTIVITY SPACE

Event	<ul style="list-style-type: none">• Chadstone's The Emerging Artist Space event (Event) 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, with support from the National Gallery of Victoria and Romano Beck (our public relations agency).• You must be, or become, a Chadstone First member to book for, or attend, 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 or prior to attending the Event, you will be invited to join Chadstone First if you're not already a member.• You must be 18 years or older to make a booking for this Event.• All children under 18 years attending the Event must be accompanied by a guardian or parent.• Bookings for groups of up to 6 people may only be made on the Centre's website located at https://www.chadstone.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 Event. Such individuals will, by attending, be deemed to agree to these Event Conditions and will be required to be, or become, Chadstone First members.• Each ticket to the Event entitles an individual to enter a space located in the Event Area where children can create a sculpture and/or a self-portrait using materials we provide (the Activity Space) for the session specified in the booking. The maximum session time is 45 minutes. Children will also be provided with "take-home self-portrait activity" materials, including a printed A4 illustration.• The Event has been designed to ensure all attendees and Event personnel comply with current COVID-19 guidelines, however Vicinity cannot guarantee that these will always be followed. We reserve the right to update these Event Conditions and/or the requirements at the Event to reflect changes to COVID-19 guidelines.• The Event will run from Saturday 25 June to Sunday 10 July 2022 (inclusive).
Event Area	Lower Ground Level, outside Target
Centre	Chadstone Shopping Centre, 1341 Dandenong Road Chadstone Victoria 3148
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

	<ul style="list-style-type: none"> Bridgehead Pty Ltd ACN 006 082 515.
Ticket Prices	Free
Contact	For any queries in relation to your booking please contact us by using the online form available at https://www.chadstone.com.au/about/contact-us or call us on (03) 9563 3355.
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 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. We are not responsible for any costs you might incur relating to Event cancellation.
Event Rules	<ul style="list-style-type: none"> You must arrive at the Event Area at least ten minutes prior to your allocated session time. Please ensure that necessary time is allowed to accommodate possible traffic and/or parking delays. We make no guarantees that we can accommodate late arrivals. 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. If you are attending in a booking group, all members of your booking group must be present before you will be granted access to the Activity Space. You must (and your booking 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"> While waiting to enter the Activity Space, you must wait where indicated by Event personnel and relevant signage; All participants under the age of 18 must be accompanied by a parent or guardian; No food or drink (other than drink bottles for adults or children) will be permitted in the Activity Space; Smoking (including e-cigarettes) is not permitted in the Activity Space;

	<ul style="list-style-type: none"> ○ You must allow us to inspect your bag and personal items to check compliance with the Event Conditions; and ○ You must not attend the Event if you (or allow any members of your booking 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. • Upon arrival at the Event Area: <ul style="list-style-type: none"> ○ If mandated by government authorities, all attendees aged 18 and over must check in via the Government QR Check-In point; ○ You must confirm that neither you (nor any booking 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; ○ You must confirm that you (and any booking 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; and ○ 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; • Parents/caregivers must ensure that children are supervised, remain under their control at all times and are compliant with all COVID-Safe practices; • You (and any children in your care) 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"> ○ Engaging in conduct which may result in damage to the Activity Space; ○ Engaging in conduct that may jeopardise the proper conduct of the Event 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 Space, including by wearing closed-toe shoes; and • In the event of any breach of these Event Rules, we and the Centre retain the right (in our absolute discretion) to refuse you (and any booking group members) entry to the Event Area or to require you (and any booking group members) to leave the Event Area or Centre.
Photography	<ul style="list-style-type: none"> • By attending the Event, you consent to:

	<ul style="list-style-type: none"> ○ you (and any booking group members, including children) being photographed and/or filmed by us, the National Gallery of Victoria and/or Romano Beck; and ○ the use of any images and/or films/videos captured at the Event for promotional, marketing, and advertising purposes, including on social media channels, by the Centre, Vicinity, the National Gallery of Victoria and/or Romano Beck. <ul style="list-style-type: none"> • The National Gallery of Victoria and Romano Beck are third parties which are separate from Vicinity. We accept no responsibility for the use of any images or films/videos captured at the Event by the National Gallery of Victoria or Romano Beck, to the extent that those third parties act beyond Vicinity's control. • If you do not consent to you (and any booking group members, including children) being photographed and/or filmed, please do not make a booking for this Event. • 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 Event. You must not take photographs of other people at the Event without their express consent.
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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.

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 Event 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. 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.
7. 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 \$100, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
8. All references to Vicinity in clauses 5 to 7 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

9. 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.
10. 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

11. 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.

12. 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 12.
- 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.

13. Limitation of liability of Responsible Entity/Trustee

- a. Unless otherwise specifically contemplated in this Document, and subject to clause 13(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 13(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 13 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

14. 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.
15. 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

16. 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

17. 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.
18. 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.
19. 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.
20. 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.