

ACTIVITY CONDITIONS

“School Holiday Arts and Crafts” campaign, 2025

Activity	<ul style="list-style-type: none"> The “School Holiday Arts and Crafts” campaign is hosted by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (Vicinity) as agent for the property owners of the Centre. The campaign in-centre activity (Activity) is provided by The Handmade Store ABN 20 386 071 970. The Activity is not suitable for children aged under 4 as the Activity includes free decorative items (e.g. beads) that may pose a choking hazard to young children. All participants under the age of 16 must be accompanied by a parent or guardian to enter the Activity and are able to participate in the Activity (Interactive DIY) with parent or guardian consent. Each session will be managed by Activity personnel; all of whom have a valid Working with Children Check. Event capacity is limited and varies per activity. The Handmade Store reserves the right to refuse entry to meet calculated safe capacity limits.
Centres	Eastlands Shopping Centre
Ticket Prices	There are no costs associated with participating in this Activity.
Contact	For any queries or concerns in relation to the Activity please contact us by emailing info@thehandmadestore.com.au .
Cancellation Policy	<ul style="list-style-type: none"> The Handmade Store reserves the right to reschedule session times, if necessary, due to circumstances beyond our reasonable control. The Handmade Store are not responsible for any costs you might incur relating to the rescheduling of session times. The Activity will not proceed if The Handmade Store or 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.

Activity Rules	<ul style="list-style-type: none"> You must (and you must ensure that any minors who accompany you) comply with all reasonable directions of Activity personnel, including The Handmade Store and/or Vicinity's employees, contractors, authorised agents and security personnel. Health and safety is a priority for this Activity, so in particular: <ul style="list-style-type: none"> all participants under the age of 16 must be accompanied by a parent or guardian; accompanying parents or guardians must: <ul style="list-style-type: none"> ensure that children remain under their control and supervision at all times; and assist children to use any supplies provided for use during the Activity; no food or drink (other than water drink bottles for adults or children) will be permitted in the Activity Area; you must allow us to inspect your bag and personal items to check compliance with these Activity conditions; it is highly recommended that all participants (including adults and children) wear closed-toe shoes for the duration of the Activity; you must not attend the Activity if you (or allow any minor to accompany you if they) feel unwell or are prohibited by government restrictions from attending; some activities require movement and we encourage you to consider what is suitable and appropriate for your abilities and/or injuries. You may be asked to leave the Activity Area or the Centre (and you must comply with such a request) if you or any children in your care: <ul style="list-style-type: none"> engage in conduct that may jeopardise the proper conduct of the Activity; or act in a disruptive, annoying, threatening, abusive, unlawful, harassing or otherwise inappropriate manner including doing anything that may diminish the good name or reputation of the Centre; or breach these Activity Conditions.
Photography	<ul style="list-style-type: none"> By attending the Activity, you consent to you (and any minors in your care) being photographed and/or filmed by The Handmade Store and/or Vicinity. The images and/or film may be used for promotional, marketing, and advertising purposes, including on social media channels by The Handmade Store, the Centre and Vicinity. If you do not consent to you (or any minors in your care) being photographed or filmed, please do not partake in this activity. For further information about how Vicinity collect, use, disclose and handle personal information see our Privacy Policy at: https://www.vicinity.com.au/privacy-policy.
Activity Supplies and Features	<p>Interactive DIY</p> <p>Item 1 The Activity features a 'Photo frame decorating' activity which includes the use of paints and glue and may contain allergens, and may not be suitable for Participants with any known or suspected allergies or sensitivities to scents. Participants and parents or guardians agree to participate in the Activity at their own risk.</p> <p>Item 2 The Activity features a 'Canvas pouch painting' activity which includes the use of paints and glue may contain allergens, and may not be suitable for Participants with any known or suspected allergies or sensitivities to scents. Participants and parents or guardians agree to participate in the Activity at their own risk.</p> <p>Item 3 The Activity features a 'Fridge Magnet craft' activity which includes the use of paints and glue may contain allergens, and may not be suitable for Participants with any known or suspected allergies or sensitivities to scents. Participants and parents or guardians agree to participate in the Activity at their own risk.</p>

Agreement to these Activity Conditions

1. By attending the Activity you agree to these Activity Conditions, which form an agreement between you, The Handmade Store 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 allow to attend.
2. This Agreement begins when you attend the Activity.

Liability

3. 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.
4. 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.
5. 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.
6. 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 or these Activity Conditions is capped at \$100 and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
7. 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.

Changes to these Activity Conditions

8. The Handmade Store or Vicinity may change or update these Activity Conditions (including any amount or cost) from time to time.

General

9. The Handmade Store or Vicinity 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.

10. The laws of Tasmania, Australia govern these Activity Conditions and you, The Handmade Store and Vicinity irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
11. 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.

Privacy Notice

By attending the Activity, you consent to you (and any minors in your care) being photographed and/or filmed by The Handmade Store and/or Vicinity. The images and/or film may be used for promotional, marketing, and advertising purposes, including on social media channels by The Handmade Store, the Centre and Vicinity. If you do not consent to Vicinity and The Handmade Store handling your personal information in accordance with this Notice, then you will not be able to partake in the Activity.

To read more about how Vicinity and its service providers handle personal information, and for information relating to your rights, please visit the Vicinity Privacy Policy <https://www.vicinity.com.au/privacy-policy>.