



## Eastlands 60th Anniversary – You Are a Part of Our Story Terms and Conditions

<b>Campaign</b>	<p>The Eastlands 60th Anniversary – You Are a Part Of Our Story (<b>Campaign</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.</p> <p>As part of the Campaign, Vicinity is asking the community to submit stories, photographs and videos pertaining to the Centre and its 60 year history (<b>Submissions</b>). The Submissions will then be used by Vicinity to help showcase and celebrate the Centre's anniversary through various promotional initiatives and events. These include but are not limited to promotion of the Campaign through the Centre's social media accounts and an in-Centre exhibition scheduled for October/2025.</p>
<b>Centre</b>	Eastlands Shopping Centre, Bligh Street, Rosny Park, Tasmania 7018.
<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>Submission Period</b>	Vicinity will accept Submissions from 9am (AEST) on 14/07/2025 to 04/10/2025
<b>Who can make a Submission?</b>	Anyone can make a Submission. However, if you are under 18, you must obtain your parent/guardian's written consent, and this must be provided to Vicinity at the time you make your Submission. By giving consent your parent or guardian accepts these Terms and Conditions.
<b>Website</b>	<a href="https://www.eastlandssc.com.au/">https://www.eastlandssc.com.au/</a>
<b>Submission Instructions</b>	<p><b>Making a Submission</b></p> <p>During the Submission Period, Submissions may be made:</p> <p>(a) by email to <a href="mailto:eastlandsmemories@vicinity.com.au">eastlandsmemories@vicinity.com.au</a></p> <p>(b) in person to the Customer Service Desk at the Centre.</p> <p><b>Content of Submission</b></p> <p>When making a Submission please provide your personal details including your first name, last name, email address and phone number. Further we ask that:</p> <p>(a) <u>Written Submissions</u> to include the following information:</p> <ul style="list-style-type: none"> <li>• What is your association to Eastlands (e.g. customer, retail employee, Centre management)</li> <li>• Year the memory took place?</li> <li>• Details of your memory; for example, who you experienced it with, what did Eastlands look like at the time, what stores etc.</li> </ul> <p>(b) <u>Image Submissions</u> include:</p>

	<ul style="list-style-type: none"> <li>• An explanation of your association to Eastlands (e.g. customer, retail employee, Centre management);</li> <li>• A description of the photograph;</li> <li>• The date the photograph was taken;</li> <li>• Names of any individuals in the photograph (if applicable/known).</li> </ul> <p>(c) <u>Video Submissions:</u></p> <ul style="list-style-type: none"> <li>• Include an explanation of your association to Eastlands (e.g. customer, retail employee, Centre management);</li> <li>• Include a video file that is a minimum of 750kb;</li> <li>• Include the date the video was taken;</li> <li>• Include names of any individuals in the video (if applicable/known).</li> </ul> <p><b>Anonymous Submissions</b></p> <p>If you wish to make an anonymous Submission, you must make this clear at the time of making your Submission.</p>
<b>Campaign Rules</b>	<ul style="list-style-type: none"> <li>• You will not be notified by Vicinity as to whether your Submission will be included in promotional initiatives and events by Vicinity relating to the Campaign.</li> <li>• There is no limit on the number of Submissions you may make, provided each Submission is made separately and in accordance with these Terms and Conditions.</li> <li>• Your Submission must not identify any person who is under the age of 18 years unless you have the written consent of that person's parent or guardian and, if that person is aged 15 or above, that person.</li> <li>• Your Submission must only contain content (whether written text, photographs or videos) that you have personally created.</li> <li>• Your Submission must not be obscene, offensive, malicious, discriminatory, indecent or (in Vicinity's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language that Vicinity deems offensive).</li> <li>• If making your Submission electronically, you must ensure that it does not contain any virus, malware or other malicious or inappropriate computer code or material.</li> <li>• Vicinity is not liable for Submissions or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.</li> <li>• If any dispute arises between you and Vicinity concerning the conduct of this Campaign, Vicinity will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, Vicinity's decision in connection with all aspects of this Campaign is final.</li> <li>• If you wish to withdraw a submission or request the removal of a photo in which you appear, please contact us at <a href="mailto:eastlandsmemories@vicinity.com.au">eastlandsmemories@vicinity.com.au</a>.</li> <li>• If this Campaign cannot run as planned for any reason beyond Vicinity's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, Vicinity may end, change, suspend or cancel the Campaign or disqualify affected Submissions.</li> <li>• In the course of making a Submission and dealing with Vicinity for the purposes of the Campaign, you must not: <ul style="list-style-type: none"> <li>○ tamper with the Submission process;</li> <li>○ engage in any conduct that may jeopardise the fair and proper conduct of the Campaign;</li> <li>○ act in a disruptive, annoying, threatening, abusive or harassing manner;</li> <li>○ do anything that may diminish the good name or reputation of Vicinity or any of its related entities or of the agencies or companies associated with the Campaign;</li> <li>○ breach any law; or</li> <li>○ behave in a way that is otherwise inappropriate.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>If you are or your Submission is deemed by Vicinity to breach these Terms and Conditions, your Submission/s may be disregarded and/or discarded by Vicinity.</li> </ul>
<b>Release</b>	<p>When you make a Submission you agree:</p> <p>(a) That Vicinity has the perpetual and irrevocable right to use your Submission and all associated written text, photograph/s, moving or still images, pictures, silhouettes, names, biographical information, recordings of voices, audio-visual recordings, reproductions of physical likenesses in any form, performances, poses, acts and appearances, including in edited form (<b>Content</b>) in promotional initiatives and events for Vicinity and its facilities relating to the Campaign;</p> <p>(b) That you (and any other person who may be included in your Submission) will not receive any payment or compensation for the use of any Content by Vicinity;</p> <p>(c) That you release Vicinity from any liability relating to the use, publication, communication to the public or broadcasting of any Content;</p> <p>(d) That Vicinity or its contractors own the copyright in any Content to the extent created by them and you waive any claims you may have based on any use of any Content or works derived therefrom;</p> <p>(e) That you consent, and will ensure that any other creator of your Submission consents, to Vicinity freely doing all things in relation to the Content as contemplated by the Campaign even if those things would otherwise infringe applicable moral rights;</p> <p>(f) That Vicinity will make the decision as to whether to include your Submission or any aspect of it as part of promotional initiatives and events relating to the Campaign and that you have no right of approval over such use;</p> <p>(g) That you are not aware of any reason why Vicinity would be prevented from using the Content as set out above and that you have obtained all necessary consents from third parties who may have created or been involved in the creation of your Submission or may be identified in your Submission, for the Content to be used by Vicinity for promotional initiatives and events relating to the Campaign and you will bear all responsibility if those consents are deficient in any respect or are not obtained.</p>
<b>Collection and use of your personal information</b>	<p>Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (<b>'We', 'Our' or 'Us'</b>) on behalf of the Centre collects your personal information in order to run the Campaign. Where you consent to us doing so, we also use your personal information to contact you with centre news updates, events and promotions. Our Privacy Policy (<a href="http://vicinity.com.au/privacy-policy">http://vicinity.com.au/privacy-policy</a>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.</p>

### Agreement to these Terms and Conditions

- By making a Submission you agree to these Terms and Conditions, which form an agreement between you and Vicinity as agent for the Property Owners (**Agreement**). If you have consented to a minor (being anyone under the age of 18 years) making a Submission, this Agreement extends to you and to them, in which case you agree on their behalf.
- This Agreement begins when you make a Submission:
  - by email to [eastlandsmemories@vicinity.com.au](mailto:eastlandsmemories@vicinity.com.au)
  - in person to the Concierge Desk at the Centre.

### Liability

- Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- Subject to clause 3, Vicinity and the agencies and companies associated with this promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this Campaign, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- This Campaign is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook or Instagram. You provide your information to Vicinity and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

