

## Chadstone Intrastate Tourism Campaign Terms and Conditions

1. The Chadstone Intrastate Tourism Campaign (**Campaign**) is provided by Vicinity Centres PM Pty Ltd ABN 96 101 504 045 (**Vicinity, we us or our**), as agent for the property owners of the Chadstone Shopping Centre, 1341 Dandenong Rd, Chadstone Victoria 3148 (**Chadstone**) being 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 Bridgehead Pty Ltd ACN 006 082 515 (**Property Owners**).

### Offer

2. Subject to availability, the offer available as part of the Campaign includes the following:
  - (a) Overnight accommodation for two in a Superior Room at Hotel Chadstone, 1341 Dandenong Rd, Chadstone Victoria 3148 (**Hotel Chadstone**) between 19 April 2021 and 31 October 2021 (inclusive) (**Accommodation**);
  - (b) Breakfast for two and Valet parking for one vehicle at Hotel Chadstone;
  - (c) One (1) \$50 Chadstone Dining Terrace Voucher;
  - (d) Two (2) HOYTS Unrestricted CineVouchers;
  - (e) One (1) \$20 Chadstone Gift Card; and
  - (f) Complimentary Hands Free Shopping at Chadstone for one (1) person, (the **Offer**).
3. The Offer will be available to purchase from Hotel Chadstone's website, located at [www.hotelchadstone.com.au](http://www.hotelchadstone.com.au) (the **Website**) from Monday 19 April 2021. Details of the Offer as advertised on the Website (and elsewhere) will include a promotional code that must be used at the time of purchasing the Offer.
4. The purchase price of the Offer with the promotional code is \$299 including GST and booking fees (RRP is \$557.50 including GST and booking fees).

### Eligibility

5. The Offer is open to Australian residents who:
  - (a) are aged 18 years of over; and
  - (b) are available to use the Offer between 19 April 2021 and 31 October 2021 (inclusive).
6. The Offer is not available to directors, officers, management and employees (and their immediate families) of Vicinity or the agencies and companies associated with this Offer.

### Offer conditions

7. The Chadstone Dining Terrace Voucher must be used during the course of your stay at Hotel Chadstone and can be redeemed at any of the following participating restaurants in one transaction, if the transaction is less than \$50 including GST, the unspent amount is forfeited – it is not transferrable nor valid for a later transaction at the same or another participating restaurant, regardless if it is within the stay period :

- (a) Mama's Buoi;
- (b) Fonda Mexican;
- (c) Betty's Burgers;
- (d) Marae Izakaya;
- (e) TGI Fridays; and
- (f) New Shanghai.

8. The HOYTS Unrestricted CineVouchers must be used at HOYTS Chadstone during the course of your stay at Hotel Chadstone. Each CineVoucher must be exchanged at the Box Office or Candy Bar or redeemed at HOYTS.COM.AU or the HOYTS app for your ticket.

Each CineVoucher is redeemable for one (1) general admission ticket:

- for any session (excluding public holidays) at HOYTS Chadstone;
- for any D-BOX, 3D and/or Xtremescreen movie session with an upgrade fee, which will be applied at time of redemption; and
- is valid until the expiry date indicated and cannot be exchanged, extended or replaced after this date.

This voucher cannot be:

- redeemed and/or upgraded to HOYTS LUX, HOYTS Daybed, special or group event sessions;
- used to purchase 3D glasses;
- used in conjunction with any other offer;
- replaced or refunded if lost, stolen or damaged;
- used to purchase any pre-paid movie vouchers, gift cards or HOYTS Rewards memberships;
- exchanged for cash and change will not be given irrespective of cinema pricing;
- sold without the prior written consent of HOYTS Corporation Pty Ltd; and
- seats are not guaranteed and subject to availability. It is recommended that you book your tickets in advance via the HOYTS Website or app.

For session times, locations and full terms and conditions visit HOYTS.com.au. Terms and conditions are subject to change at any time.

9. The \$20 Chadstone Gift Card is valid at all participating retailers within Chadstone and can be used until April 2024.
10. The Chadstone Dining Terrace Voucher, HOYTS Unrestricted CineVouchers, Chadstone Gift Card and Hands Free Shopping will be available to you upon check in at Hotel Chadstone. The Chadstone Gift Card and Hands Free Shopping are both subject to additional terms which are available at: <https://www.chadstone.com.au/events-services-terms-conditions/> (**Additional Terms**). Entry to Chadstone Shopping Centre is subject to any directions, rules and requirements that we may reasonably impose, for example health and safety related rules.
11. You and your companion must make your own way to and from Hotel Chadstone. Flights, transfers and any other form of transportation are not included in the Offer.
12. Subject to availability, there is no limit on the number of times you may purchase the Offer, so long as each purchase is a separate transaction.
13. The Offer cannot be used in conjunction with any other offer or discount.
14. The Offer must be paid in full at the time of purchase.

15. We may, at any time, require you to produce documentation to establish to Vicinity's satisfaction your eligibility to participate in the Offer (for example, documentation establishing your identity, age and place of residence). Failure by Vicinity to enforce any of its rights at any stage does not waive those rights.
16. We may exclude or suspend you from the Offer or from receiving benefits under the Offer if you:
  - (a) breach these Terms and Conditions;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the Offer;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of Chadstone or Hotel Chadstone or any of its brands, products, related entities or contractors;
  - (e) breach any law in connection with the Offer; or
  - (f) behave in a way that is otherwise inappropriate in the opinion of Vicinity acting reasonably.
17. There will be no refund – full or partial for any unused portions of the offer. It is your responsibility to organise/activate/book/redeem inclusions. Each are subject to availability and it is recommended that bookings are made in advance to avoid disappointment.

## Refund and Cancellation Policy

18. You may reschedule (subject to availability) or cancel your Accommodation booking as part of the Offer up to the day of arrival by contacting Hotel Chadstone directly using the following details [HB2U8@accor.com](mailto:HB2U8@accor.com) or +61 3 9108 3333. No cancellation fee is applicable to cancellations made prior to 6pm (AEST) on the day of arrival. For cancellations made after 6pm (AEST) on the day of arrival, a fee of \$299 will apply.
19. If you cancel your Accommodation booking per clause 18, you will not be entitled to redeem the vouchers, tickets, gift cards and value adds specified at clause 2(b)-(f).
20. The Campaign 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 Campaign. A full refund of the purchase price paid by you will be provided if Vicinity determines that the Campaign and/or Offer cannot go ahead. We are not responsible for any other costs you might incur relating to cancellation of the Campaign or Offer.

## Agreement to these Terms and Conditions

21. By purchasing the Offer you agree to these Terms and Conditions which form an agreement between you and Vicinity as agent for the Property Owners and Vicinity Hotel Pty Ltd and Amberpark Pty Ltd as trustee for the Amberpark Trust as owners of Hotel Chadstone (**Hotel Chadstone Property Owners**).
22. This Agreement begins when you purchase the Offer from Hotel Chadstone's Website.
23. All purchases of the Offer, including the Accommodation, breakfast and Valet parking, are subject to Accor's Terms and Conditions which are located at <https://all.accor.com/booking/internet-sales-conditions.en.shtml>. (**Accor's Terms and Conditions**).

## Liability

24. 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 Terms and Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.

25. To the extent permitted by statute the liability, if any, of Vicinity or the Hotel Chadstone Property Owners 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.
26. Vicinity and the Hotel Chadstone Property Owners exclude 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 Offer or these Terms and Conditions, including without limitation any liability for loss of income or revenue, loss or interruption of business, loss of opportunity, 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.
27. Vicinity and the Hotel Chadstone Property Owners combined total liability to you for loss, liability or damages of any kind (including, without limitation, in negligence) arising from or in relation to the Offer or these Terms and Conditions is capped at \$1,000.00, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
28. All references to Vicinity in clauses 25 to 27 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

29. 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 Terms and Conditions.

30. 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 Chadstone is constructed and any additional land that the registered proprietor (**Registered Proprietor**) designates from time to time to form part of Chadstone.
- 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

31. 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.

32. 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 or in relation to the Offer. 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 32.
- 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.

33. Limitation of liability of Responsible Entity/Trustee

- a. Unless otherwise specifically contemplated in this Document, and subject to clause 33(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 33(c), a party to this Document or attending the Activity 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 33 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

34. Vicinity is the copyright owner of the material on the Website or is licensed by the copyright owner to use the material on the Website. All trade marks, brands and names appearing on the Website or Hotel Chadstone's Website are the property of Vicinity or their other respective owners.
35. Your use of the Website or Hotel Chadstone's Website does not grant or transfer any right (including without limitation intellectual property rights), title or interest to you in relation to that website or the material published on it. No part of any material on that website may be linked to, reproduced, adapted, published, distributed or transmitted without the specific written consent of Vicinity.

## Changes to these Terms and Conditions

36. We may change or update these Terms and Conditions (including any amount or cost) from time to time. The current version will be available on the Website and Hotel Chadstone's Website. You will be required to accept the then-current version when you purchase the Offer. The version that you accept will be the version that applies at the time of your purchase, even if we change or update these Terms and Conditions before your booked stay occurs.

## Privacy

37. We will provide you with a privacy notice when you make your booking to take up the Offer. This privacy notice explains how we will collect, use and disclose your personal information. Our Privacy Policy (<https://www.vicinity.com.au/accor-privacy-notice>) 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.

## General

38. We may assign, novate or otherwise deal with any of our rights or obligations under these Terms and Conditions without obtaining your consent, if to do so will be unlikely to cause any material detriment to you. You must not assign or otherwise deal with any of your rights or obligations under the Offer without our prior written consent.
39. The laws of Victoria, Australia govern these Terms and Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
40. These Terms and Conditions form the entire agreement between Vicinity and the Hotel Chadstone Property Owners and you specifically regarding the Campaign. That agreement can only be amended by written agreement between us. When you purchase the Offer the Additional Terms and Accor's Terms and Conditions will also apply.
41. If any provision of these Terms and 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 Terms and Conditions will not be affected.