

PACIFIC WERRIBEE SHOPPING CENTRE – CAR PARK CONDITIONS OF ENTRY

THESE CONDITIONS OF ENTRY ARE IMPORTANT – PLEASE READ THEM

BY ENTERING THE CAR PARK YOU AND ALL THOSE CLAIMING THROUGH YOU ACCEPT THAT A CONTRACT IS FORMED BETWEEN YOU AND US ON THE TERMS SET OUT BELOW

GENERAL

1. By entering the Car Park you accept and agree to abide by these Conditions of Entry. If you do not accept and agree to abide by these Conditions of Entry, you and your Vehicle must immediately leave the Car Park by the nearest exit.
2. You enter and use the Car Park at your own risk. There are risks of death, injury, damage and theft in the Car Park. To the full extent permitted by law, we do not accept responsibility for and have no liability for any injury, death, theft, loss or damage whether to person or property (including to your Vehicle) and you agree to release us from any claims in relation to such matters.
3. Without limiting clause 2, we are not liable for the theft of any Vehicle, any loss or damage to any Vehicle, or any loss or damage caused by any Vehicle in the Car Park.
4. You indemnify us and agree to keep us indemnified against all claims, expenses and other liabilities in respect of, arising from, or contributed to by your breach of these Conditions of Entry, your use of the Car Park or your Vehicle.
5. While you are in the Car Park, you must:
 - (a) comply with all signs and directions, instructions and requests made by us;
 - (b) not obstruct any roadways, access ways or other Vehicles;
 - (c) not park anywhere that is designated as a no parking or reserved area; and
 - (d) park wholly within the designated bays.
6. You may have access to or remove a Vehicle from the Car Park only during the permitted hours displayed in the Car Park from time to time.
7. We may unlock, enter, move, drive or have towed away at the owner's expense any Vehicle in an emergency, if it is causing an obstruction, if it remains in the Car Park after the Car Park closes or if it is thought to be dangerous. We are not liable for any damage caused.
8. You are liable for any loss or damage caused by you or your Vehicle to the Car Park or any person or property in the Car Park or the Centre including, but not limited to, any damage caused by oil or other substances which leak from your Vehicle.
9. We may refuse any Vehicle or person entry to the Car Park at our discretion.
10. Any person or Vehicle entering the Car Park may be subject to filming by closed circuit television or other surveillance equipment within and surrounding the Car Park for operational, security and public risk reasons and we reserve the right to use such evidence in any dispute. By entering the Car Park you consent to information about yourself (including images) being recorded by such surveillance equipment and to us disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that we deem such disclosure to be necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.
11. We may collect personal information (including Vehicle number plates) about you in order to operate the Car Park, manage operations at the Centre, to provide you with services, features and functions

related to your use of the Car Park, and for purposes otherwise set out in our Privacy Policy at <http://www.qic.com.au/privacy-policy>.

12. The information you provide will be collected by or on our behalf and may be disclosed to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to grant you entry to the Car Park.
13. Please contact the information desk in the Centre for information on our Privacy Policy. The Privacy Policy contains information relating to access and correct your personal information, about how you may complain about a breach of the Australian Privacy Principles and how we will deal with any complaint. If you would like any further information about our privacy policies or practices, please contact our Privacy Compliance Officer on +61 7 3360 3922 or by email at privacy@qic.com. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Conditions of Entry.

DEFINITIONS

14. In these Conditions of Entry:

“Car Park” means all car parks associated with the Centre, including all entry and exit ramps, driveways and walkways together with any lifts, escalators or stairways servicing the car parks or connecting the car parks to any other part of the Centre.

“Centre” means Pacific Werribee Shopping Centre, 250 Heaths Road, Hoppers Crossing VIC 3029.

“Vehicle” includes any vehicle, its parts and accessories and any property (including valuables) left in or on it.

“We”, “Us” or “Our” means QIC Werribee Pty Ltd (ACN 624 121 204) as trustee for the QIC Werribee Trust (ABN 76 994 021 211) and Wadren Pty Ltd (ACN 005 537 235) as trustee for The Hoppers Crossing Unit Trust (ABN 83 405 769 465) as owners of the Centre, and includes our respective agents, contractors and employees.

“You” or “Your” means any person who enters the Car Park for any reason, including the driver or owner of a Vehicle and any passenger in a Vehicle.