

# **Terms & Conditions For Membership Services**

These Terms and Conditions govern how you ('you', 'your' or 'user') use the website, email Membership Services, Kids Club Membership Services, and social media channels ('Services') operated by The Trustee for KAHl Phoenix Trust ('Phoenix Shopping Centre', 'we' or 'our').

## **1. Accessing and using our Services**

- a) By using the Website, registering for our email Membership Services or Kids Club Membership Services (together, Membership Services), you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use our Services or register for Membership Services.
- b) We may update these Terms & Conditions from time to time as our Services develop. By continuing to access or use our Services, you agree to our Terms & Conditions as updated from time to time.
- c) We reserve the right to restrict, suspend or cancel your access to our Services at any time and for any reason, including where we form the view that there has been actual or suspected compromise of the security of the Services, unauthorised use of the Services or breach of the Terms & Conditions.
- d) All restrictions, disclaimers and limitations of liability in these Terms & Conditions will continue to apply after cancellation, restriction or suspension.

## **2. Membership Services**

- a) Once you have registered for Membership Services, you are deemed to have accepted these Terms & Conditions, and you will be issued with an email confirming your membership.
- b) The benefits you are entitled to when you register for email Membership Services include:
  - a. Exclusive offers, discounts and promotions from retailers;
  - b. Giveaways, competitions and promotions.
  - c. Centre event information and news.
- c) The benefits you are entitled to when you register for Kids Club Membership Services include:
  - a. Exclusive offers, discounts and promotions from retailers;
  - b. Giveaways, competitions and promotions.
  - c. Centre event information and news.

- d. Registration for Kids Club Membership Services is an agreement by you as the Parent, and you agree that you are responsible for and will monitor all use of those services by or on behalf of your child.
- d) Offers, discounts and promotions are offered by and are the responsibility of the relevant retailer that makes the relevant offer. We have no responsibility for:
  - a. the retailers compliance with the offer, discount or promotion; or
  - b. the products or services supplied to you under the offer, discount or promotion; or
  - c. any information you provide to the relevant retailer in order to take advantage of an offer, discount or promotion.
- e) The offers discounts or promotions may be subject to terms and conditions, or qualifications, and the retailer may withhold the benefit of it if you do not meet them.
- f) By creating a membership, you provide us with certain personal information as set out in, and governed by, our Privacy Policy [see <https://www.phoenixshoppingcentre.com.au/privacy-policy>] ('Privacy Policy'). You agree to keep and maintain accurate, complete and up-to-date information that you may provide to us regarding your membership.
- g) Users who register to access our Membership Services must be at least 16 years of age or older. We may disable access to our Membership Services where you enter a birth month or year which indicates that you are not at least 16 years of age.
- h) You may cancel your membership at any time by selecting unsubscribe at the bottom of an email from Phoenix Shopping Centre. If you cancel your Membership you will no longer be able access or receive the Membership Services.

### **3. Privacy and security**

- a) Our Privacy Policy provides information about how we handle personal information and how you can contact us to access, correct or complain about the handling of your personal information.
- b) You acknowledge and agree that there are inherent privacy and security risks in accessing or transmitting information through the internet as part of your use of our Services and that:
  - a. you are responsible for safeguarding your systems, devices, transmissions and data against the risk of security compromise when accessing the Services; and
  - b. Phoenix Shopping Centre may monitor and log communications over its networks for security, performance, and other purposes as well as access, monitor, audit, intercept and disclose any such communications, data or information in connection with your use of the Services.

#### **4. Compliance and unauthorised use**

- a) You must comply with all laws in relation to your access to or use of our Services, including laws of the country in which you reside and from which you access our Services.
- b) You must not use our Services in an unlawful or inappropriate manner or for any purpose that would:
  - a. disrupt or interfere with the Services or any other user's enjoyment of the Services;
  - b. breach these Terms & Conditions;
  - c. infringe upon the privacy, intellectual property or legal rights of third parties;
  - d. defame or cause damage to our reputation and brand or the reputation and brand of our products, services, shopping centres, shopping centre co-owners, directors, officers or employees;
  - e. compromise the security of our Services, such as by hacking, attempting to gain unauthorised access to our Services or intercepting and examining the content of messages, files or communications; or
  - f. involve spamming, transmitting, posting, uploading, or otherwise making available content which:
    - i. is harassing, abusive, threatening, discriminatory or offensive;
    - ii. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
    - iii. portrays persons exploited in a violent or sexual manner; or
    - iv. contains nudity, violence, pornography or content linked to adult websites.

#### **5. Third Party Content and external links**

- a) Our Services may contain links to products, promotions, websites and electronic communications of third parties, including links which detail the products, prices and stores which are operated by our retail tenants ('Third Party Content').
- b) Third Party Content is not under our control and is not associated with Phoenix Shopping Centre. We are not responsible for any Third Party Content on, or linked from, our Services.
- c) In particular, Phoenix Shopping Centre makes no endorsements, representations or warranties about any Third Party Content which you may access through our Services in relation to:
  - a. the quality, merchantability or fitness for purpose of any products or services;
  - b. the truth or accuracy of the description of any products or services; or
  - c. any Third Party Content on, or linked from, our Services not infringing the intellectual property rights of any person. We are not authorising the reproduction of Third Party Content by linking material in our Services to Third Party Content.

## **6. Services 'as is'**

- a) The Services are provided 'as is' and 'as available'.
- b) To the maximum extent permitted by law, we do not provide any guarantees or make any representations, warranties or endorsements, express or implied, as to the accuracy, currency, availability, completeness, suitability, fitness for purpose or security of the Services or content included in the Services.
- c) We do not guarantee that the Services or the servers that operate them will be compatible with the hardware and software you are using to access it or them.
- d) We are not responsible for any error or omission in the Services and reserve the right to make changes without notice.
- e) We do not guarantee that the Services, or third party links or platforms which it connects to, will be free from viruses.
- f) Before taking or refraining from any action in reliance on the content including in the Services, you must make and rely on your own enquiries in relation to, and in evaluation of, the content including any information, predictions, opinions and statements contained in the Services.
- g) Phoenix Shopping Centre will not be liable to you or to any other person for any loss or damage (whether direct, indirect, consequential or economic), however caused and whether by negligence or otherwise, which may result directly or indirectly from any such information or due to your use of the Services, howsoever caused.

## **8. Copyright**

- a) Unless otherwise specifically stated, copyright in the content included in our Services, including all information, text, materials, graphics, property, photos, software, advertisements, names, logos, tools and results derived from the use of software and tools is owned by us or used with the permission of the owner of such content.
- b) Intellectual property in the Services is protected by copyright, trade mark and other intellectual property laws and is the property of their respective owners.
- c) You must not modify, copy, reproduce, republish, frame, download, upload to a third party website, post, transmit or distribute the content appearing in the Services in any way except where expressly permitted by the owner of the relevant content.
- d) Your use of the Services does not grant or transfer any rights, title or interest to you in relation to content included in our Services.
- e) Any comments or materials sent to us through the Website, including feedback data, questions, comments and suggestions (collectively 'Feedback') will be deemed to be non- confidential, but we will not publish your name or personal details without your permission. Other than those personal details, we have no obligation of any kind with

respect to such Feedback and will be free to, without limitation, reproduce, use, disclose, exhibit, display, transform, delete or create derivative works from the Feedback or distribute the Feedback to others. Further, we (and in the case of Feedback you submit about) will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing goods and services incorporating such Feedback.

## **9. Liability**

- a) To the maximum extent permitted by law, Phoenix Shopping Centre, its directors, officers and employees are not liable (whether in contract, tort including negligence, under statute or otherwise) for any loss, liability, cost, damage, expense or claim (including loss of profit or revenue, loss of use, legal costs and defence or settlement costs) whether direct, indirect or consequential, arising under or in connection with:
  - a. the Services or third party services/materials linked or referred to in the Services;
  - b. errors in the pricing, sales, availability or quality of products, services, marketing, promotions or other content displayed or referred to in the Services; or
  - c. errors, omissions, data loss, file corruptions, interception of transmissions, downloads, computer worms, viruses, hacking or damage to your devices caused or contributed to by your use of the Services or reliance on the content of our Services.
- b) Nothing in these Terms and Conditions is intended to exclude, restrict or modify rights which you may have under the Competition and Consumer Act 2010 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.
- c) Our liability for a guarantee or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent the law allows to the replacement, re-supply or repair of the relevant goods or services.

## **10. General**

- a) Our rights under these Terms & Conditions may only be waived in writing signed by us.
- b) If any of these Terms & Conditions are determined to be invalid, unlawful or unenforceable, such terms must be read down to the extent necessary to prevent that part of these Terms & Conditions being invalid, voidable or unenforceable, and if a term would not be invalid, unlawful or unenforceable if a word or words were removed, then those words will be deleted.
- c) These Terms & Conditions and your use of the Services are governed by the laws of the state of Western Australia, Australia. You submit to the non-exclusive jurisdiction

of the courts of Western Australia with respect to all matters concerning these Services.