

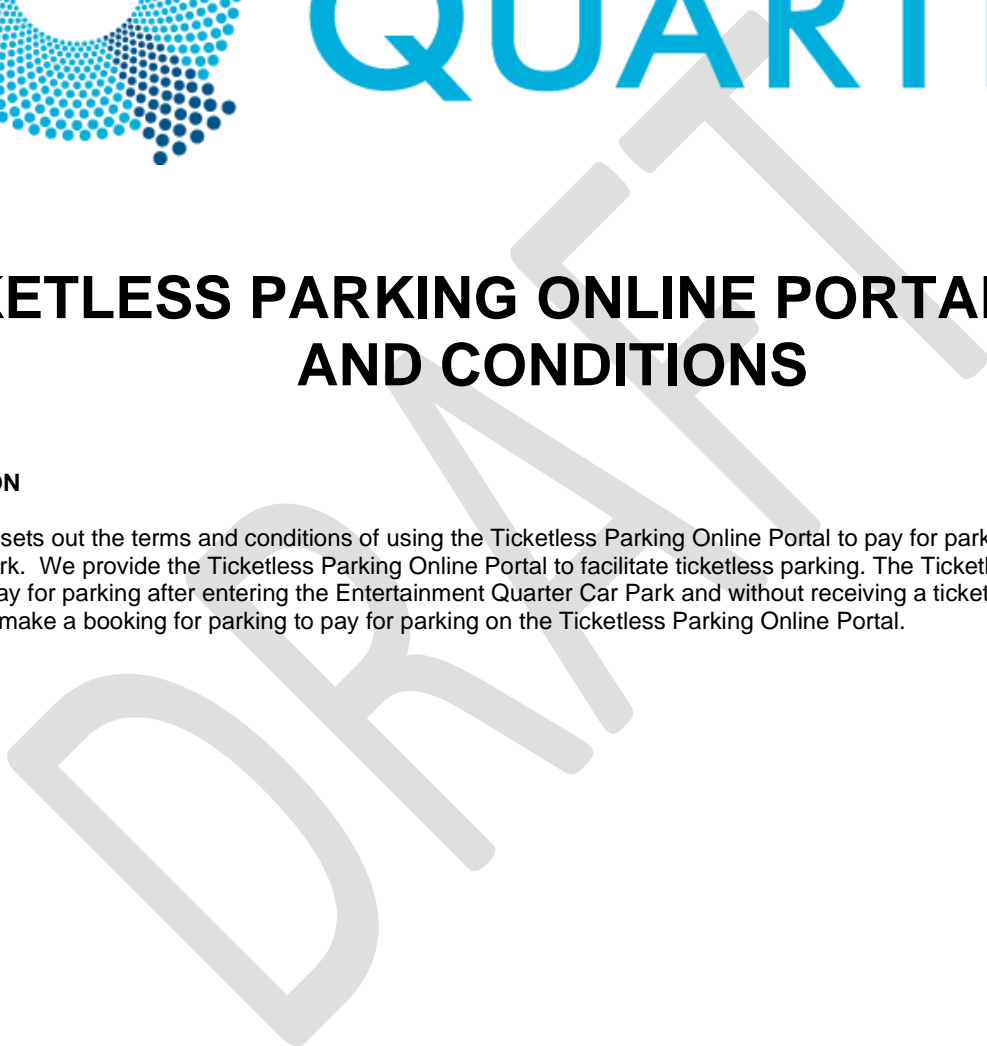


the ENTERTAINMENT QUARTER™

TICKETLESS PARKING ONLINE PORTAL TERMS AND CONDITIONS

INTRODUCTION

This document sets out the terms and conditions of using the Ticketless Parking Online Portal to pay for parking at the Entertainment Quarter Car Park. We provide the Ticketless Parking Online Portal to facilitate ticketless parking. The Ticketless Parking Online Portal allows you to pay for parking after entering the Entertainment Quarter Car Park and without receiving a ticket at time of entry. You are not required to make a booking for parking to pay for parking on the Ticketless Parking Online Portal.



1. TICKETLESS PARKING ONLINE PORTAL ACCOUNT

- 1.1. These terms and conditions, together with the policies, notices and disclaimers referred to below, form an agreement between You and Us regarding access to and use of the Online Portal.
- 1.2. When using the Car Park, You will be bound by the Car Park entry terms and conditions (which may be altered or updated from time to time) displayed at entrances to the Car Park (a copy of which is available at <https://www.wilsonparking.com.au/legal-stuff/wilson-parking-terms/>) together with any other signage at the Car Park or directions given by Us or the Manager whilst You are using the Car Park.
- 1.3. We may at Our absolute discretion amend, vary, or replace these terms and conditions at any time (effective immediately) by posting any amendments, variations or replacement terms and conditions on the Online Portal. You will be bound by the amended, varied or replaced terms and conditions until You close Your Account. We recommend You check the Online Portal from time to time to see if these terms and conditions have changed.

2. REGISTERING AN ACCOUNT

- 2.1. You must create an Account on the Online Portal in order to use the Online Portal to pay for parking.
- 2.2. By creating an Account for the Online Portal, You agree to be bound by these terms and conditions.
- 2.3. We may in Our absolute discretion reject, suspend or terminate an Account if You:
 - a) do not comply with these terms and conditions, or if We have reasonable grounds to believe that You have breached or are likely to breach these terms and conditions; or
 - b) give any false, inaccurate or misleading information in connection with Your Account to Us.

3. YOUR PERSONAL INFORMATION

- 3.1. We need to collect personal information from You in order to create Your Account, including Your name, phone number, address, email address, Vehicle registration and licence plate information, and credit or debit card information.
- 3.2. When Your Vehicle enters the Car Park, We will capture Your number plate and Vehicle information through number plate recognition cameras, and parking guidance system.
- 3.3. By providing Your personal information to Us through the Online Portal, You agree that We may use Your personal information to:
 - a) capture and record the time of entry of Your Vehicle to determine Your car parking fee;
 - b) process payments from You for Your use of the Car Park;
 - c) contact You about Your use of the Car Park, Your Account, the Online Portal or payments made through the Online Portal;
 - d) manage and improve the operation of the Centre and the Car Park;
 - e) monitor and analyse high and low demand times for marketing purposes;
 - f) conduct market research and other data analysis; and
 - g) assist security services.
- 3.4. We may use Your personal information to send You information about offers, promotions, events, Car Park facilities and Our other facilities and services at the Centre. You can opt out of receiving direct marketing communications from Us at any time by unsubscribing to our communications by clicking on the 'unsubscribe' link in Our email communications to You.
- 3.5. We will treat Your personal information in accordance with Our privacy policy, which can be found at <https://www.entertainmentquarter.com.au/privacy-policy/>.

4. PAYMENT OF FEES AND CHARGES

- 4.1. The fees and charges payable for use of the Car Park (which may be altered or updated from time to time) and any limits or further conditions which may apply to them are specified at <https://www.wilsonparking.com.au/parking-locations/new-south-wales/eastern-suburbs/entertainment-quarter-car-park/?entry=09-12-2023,11:52am&exit=09-12-2023,12:52pm&carParkFeature=>. Staff Rate applicable is \$16 (which may be altered or updated from time to time)
- 4.2. You must pay all fees and charges in connection with the Vehicle's use of the Car Park, including where persons other than You use the Vehicle in the Car Park, and You authorise Us to debit from the credit or debit card all such amounts.

4.3. Each time Your Vehicle enters the Car Park, You authorise Us to debit the applicable charges and fees from Your credit or debit card.

4.4. You must notify Us immediately if Your Vehicle information changes. You are liable for any fees and charges incurred in respect of a Vehicle using the Car Park, if You have provided Us with the details of that Vehicle in connection with Your account and not notified Us of any change of circumstances.

5. CREDIT AND DEBIT CARDS

5.1. By providing Us with Your credit or debit card information, You:

- a) warrant that You are the holder of the credit or debit card and are authorised to use it; and
- b) authorise Us to debit the credit card or debit card for all fees and charges associated with Your use of the Car Park as specified under these terms and conditions.

5.2. When creating an Account, You may choose to register a debit or credit card. By registering a debit or credit card You agree to maintain sufficient funds in the Account to pay the fees and charges due in connection with the Vehicle's use of the Car Park. Should your Account have insufficient funds to cover any fee or charge due in connection with the Vehicle's use of the Car Park then the Account will be automatically locked.

5.3. You must notify Us immediately if the credit or debit card expires, is cancelled, suspended or is otherwise not useable. In these circumstances We may suspend your Account unless You have provided Us with details of the alternative credit or debit card.

5.4. You may view and amend Your Account at any time by logging onto the Online Portal.

5.5. If You believe that fees or charges have been incorrectly debited from your debit or credit card, please notify Us at info@entertainmentquarter.com.au.

6. CLOSING AN ACCOUNT

6.1. You may notify Us that you wish to close Your Account through the Online Portal.

6.2. We will process any final payment from Your Account and then:

6.2.1. if there is money owing to Your Account, We will collect this from You by debiting the credit or debit card the outstanding amount; or

6.2.2. if there is any credit balance in Your Account We will return this to You after receiving notification from You to close Your Account by crediting the credit or debit card with the credit balance, before closing Your Account.

7. NO EXCLUSION OF AUSTRALIAN CONSUMER LAW

7.1. We do not make any express warranties about the services We provide. Consumers have certain rights under the Australian Consumer Law which cannot be excluded. These rights include guarantees about whether the services provided are fit for purpose.

7.2. Nothing in these terms and conditions are to be read or applied in any way which might exclude, restrict or modify, or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law, including the Australian Consumer Law, and which law cannot be excluded, restricted or modified.

8. LIMITATION OF LIABILITY & INDEMNITY

8.1. You enter and use the Car Park and the Online Portal at Your own risk.

8.2. To the maximum extent permitted by law, We are not liable for, and You release Us from any cost, expense, liability, loss, damage, claim or proceeding which is suffered by You arising from or in connection with the Car Park or the Online Portal including:

8.2.1. personal injury to, or death suffered by You or any person;

8.2.2. theft, loss of, destruction or damage to, any vehicle, its parts or accessories, any property on or in a vehicle or elsewhere in the Car Park; or

8.2.3. any damage to the Car Park, arising out of, or in any way relating to the use of the Car Park by You,

except to the extent the cost, expense, liability, loss, damage, claim or proceeding is caused by Our negligence or default.

8.3. You indemnify Us against any cost, expense, liability, loss, damage, claim or proceeding arising from or in connection with Your breach of these terms and conditions or Your misuse of the Online Portal or Your Account.

9. INTERPRETATION OF THESE TERMS AND CONDITIONS AND GENERAL

9.1. In these terms and conditions:

9.1.1. **Account** means a customer account for Ticketless Parking created via the Online Portal;

9.1.2. **Car Park** means all the property constituting the Car Park including any entry and exit ramps, loading docks, driveways and elevators and stairways servicing the Car Park;

9.1.3. **Centre** means the Entertainment Quarter, Lang Road, Moore Park, New South Wales 2021;

9.1.4. **Manager** means Wilson Parking Australia 1992 Pty Ltd;

9.1.5. **Online Portal** means the online portal used to establish and update Accounts for Ticketless Parking (available at [insert web address for parking]);

9.1.6. **Ticketless Parking** means the ticketless parking system for the Car Park which allows for automated payment for parking via credit or debit cards connected to Accounts;

9.1.7. **Us, We and Our** means Carsingha Investments Pty Ltd (ACN 169 790 523) as trustee of the Carsingha Investments Unit Trust its related bodies corporate, employees, agents and subcontractors;

9.1.8. **Vehicle** means a Vehicle that is linked to an Account; and

9.1.9. **You and Your** refers to and includes each person who enters the Car Park in any manner and any owner of a Vehicle which enters the Car Park.

9.2. We may assign novate or otherwise deal with any of Our rights or obligations under these terms or conditions without your consent.

9.3. A failure by Us to exercise, or any delay in exercising, any right, power, privilege or remedy under these terms and conditions will not impair such right, power, privilege or remedy, or operate as a waiver thereof, in whole or in part.

9.4. You represent and warrant to Us that:

9.4.1. You have the power, capacity and authority to enter into and observe Your obligations under these terms and conditions; and

9.4.2. the information You provide to Us when creating an Account is true and correct.

9.5. The laws of New South Wales govern these terms and conditions and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

10. CONTACT US

10.1. Any comments or complaints relating to the Online Portal should be made in writing to info@entertainmentquarter.com.au or by submitting an online enquiry form on Our website, at <https://www.entertainmentquarter.com.au/contact/>.