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We update our site as often as is practicable, but information can change rapidly and no member of the Scentre Group guarantees its accuracy at any time. We are not liable for any loss incurred from relying on this site, including data corruption on download. Information on our site is not financial advice - you should obtain advice before making any decision based on information on this site.

By accessing this site you agree to these terms, and acknowledge reading them. We do not take responsibility for sites of other organisations, whether or not linked, or any device used to access or view our site. The Site has been prepared under Australian law. Nothing it constitutes an offer of securities, or an invitation to subscribe for securities, enter into any legal agreement or exercise any rights in relation to the offering of any financial product, or amount to a solicitation for any business.

## FIND A PRODUCT

On this website we have detailed a range of products, prices and stores available in the Scentre Group centres. Each of these products link through to a retailer website for purchase. All prices are provided by relevant retailers and suppliers and are updated regularly to reflect pricing changes, however we advise you to review the retailer website for the most accurate information about price and availability.

The Scentre Group does not accept any responsibility for price variations or errors, availability or quality of products. No responsibility is accepted by the Scentre Group for the accuracy of any statement or advice contained in the text or advertisements or the accuracy of any prices quoted.

Online Terms & Conditions of Use

Current as at 1 July 2014

These terms and conditions of use, together with the policies, notices and disclaimers referred to below (Terms & Conditions), govern your use of the services at westfield.com.au (Site).

## 1. ABOUT THE SITE

The Site is operated by Scentre Digital Pty Limited, ACN 141 708 125, Level 30, 85 Castlereagh St, Sydney, 2000 (Scentre), an indirectly wholly owned subsidiary of Scentre Group Limited ACN 001 671 496 (together with its subsidiaries, Scentre Group).

The Site is an online venue which allows users to do a number of activities, including sign up to be members, to view shopping centre and retailer information and click through to the websites of individual retailer participating in the Site (Participating Retailers). In addition to these Terms & Conditions, you should also refer to the terms and conditions of each Participating Retailers as these terms govern interaction with Participating Retailers.

## 2. ACCEPTANCE OF TERMS

Your access to and use of the Site, including your use of the materials and information accessible on or from the Site, is governed by these Terms & Conditions.

Your use of the Site is conditional upon your acceptance and compliance with these Terms & Conditions. You should read the Terms & Conditions carefully. By using the Site, you agree to be bound by, and comply with, these Terms & Conditions. You must not access, browse or otherwise use the Site unless you agree to be bound by the Terms & Conditions.

Scentre reserves the right to amend the Site and the Terms & Conditions at any time and from time to time without notice to you. Your continued use of the Site after any amendment to the Terms & Conditions constitutes an agreement by you to abide and be bound by the Terms & Conditions as so amended. If you breach these Terms & Conditions, your right to use the Site will cease immediately and we may refuse you access to the Site at our complete discretion.

## 3. ACCESSING THE SITE

Access to the Site is not provided on a continuous, uninterrupted or permanent basis. Not all sections of the Site may be able to be accessed by all users of the Site. Scentre reserves the right to withdraw or amend the service Scentre provides on the Site without notice. Scentre will not be liable if for any reason the Site is unavailable at any time or for any period.

From time to time, Scentre may restrict access to some parts of the Site, or the entire Site, to users who have registered with us. When you register, you are required to provide Scentre with information about yourself which is true, accurate, current and complete in all respects. Scentre may change registration requirements from time to time at its complete discretion. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Scentre has the right to disable any user identification code or password, whether chosen by you or allocated by Scentre, at any time, if in Scentre's opinion you have failed to comply with any of the provisions of these Terms & Conditions.

#### 4. SITE MEMBERSHIP

When you sign up to become a member of the Site, you will provide us with certain personal information. Your personal information may be used for providing you with news, offers and information about the Site, the Scentre Group shopping centres and promotions run by the Scentre Group, as well as for the purposes set out in section 13 of these Terms & Conditions.

#### 5. PRODUCTS ADVERTISED ON THE SITE

Products advertised on the Site are provided by, and sold by, Participating Retailers. The Scentre Group does not review or control, and is not responsible in any way for, listings provided by Participating Retailers or purchases made on a Participating Retailer's website. Products advertised by Participating Retailers on the Site may vary from time to time. Before making a purchase from a Participating Retailer, you should carefully review that Participating Retailer's terms and conditions applying to a potential transaction on their store front and product details page. Subject to law, and other than in relation to any liability which under law cannot be excluded, the Scentre Group is not liable for any costs, damages or other loss in connection with

the advertising or purchase of Products from a Participating Retailer or your use of the Site.

Some products sold by Participating Retailers may be products which, under law, may not be freely sold to all consumers, e.g. alcohol, knives or certain videos or DVDs, or may only be sold to consumers on certain terms and conditions (**Restricted Products**). Those products are subject to the terms and conditions of the Participating Retailer selling those products. If you wish to discuss or organise a return, exchange or refund of any item, please contact the Participating Retailer directly.

## 6. PRICES & TAXES

All prices are in Australian dollars (\$). Prices displayed on the Site are inclusive of GST on the sale, if any.

You are responsible for the payment of any and all taxes, duties, charges, imposts or other liabilities imposed by any government agency, government taxation agency or other government body, including without limitation, any customs duty, any additional GST payable or any value added tax imposed on any products or services acquired or ordered by you from the Site. The Site is designed for use by Australian residents, and we require all Participating Retailers to provide an estimate of any such liabilities on the assumption that you are an Australian resident.

If you are not an Australian resident you must make your own enquiries about whether any such liabilities will be imposed if Products are delivered to you.

## 7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Scentre, or a member of the Scentre Group, is the copyright owner of the content of the Site or is licensed by the copyright owner to use the content on the Site. Except as permitted by the Copyright Act 1968 (Cth), you must not in any form or by any means:

copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish or create derivative works from any information or material on the Site;

perform in public or transmit in any form by any process (graphic, electronic or mechanical, including further copying, recording, taping or by a storage and

information retrieval system) any of the information or material on the Site without the specific prior written consent of a member of the Scentre Group;  
alter, decompile, disassemble, reverse engineer or modify any material or information that you receive from the Site which can be accessed through the Site;  
or

use or apply, for commercial purposes any material or information on the Site, without the prior written consent of a member of the Scentre Group.

All trademarks, brands and names appearing on the Site are the property of their respective owners. Nothing contained on the Site is intended to grant any express or implied right to you to use or exploit any patent, copyright, trademark or trade secret information. No trademarks, brands or names, including as part of domain names or email addresses, may be used in any manner that is likely to cause confusion.

## 8. LINKS AND THIRD-PARTY STATEMENTS ON THE SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Site must not be framed on any other website, nor may you create a link to any part of the Site other than the home page. To the extent any permission has been granted to link to the site, we reserve the right to withdraw linking permission without notice.

The Site provides links to other websites not maintained or controlled by, or associated with, the Scentre Group, including those of Participating Retailers. The Scentre Group makes no endorsements, representations or warranties about any other website which you may access through the Site, including those of Participating Retailers(Other Website). When you access an **Other Website**, that Other Website is independent from the Site, and the Scentre Group has no control over the content on that Other Website. Any link to an Other Website is provided as a convenience to users of the Site. Other Websites are not under the control of the Scentre Group, and the Scentre Group is not responsible for the accuracy of any information on any Other Website. The Scentre Group does not monitor or review the content of any Other Website. You must take your own precautions to ensure that any Other Website that you access by link from the Site are free from viruses, worms, Trojan horses and other material of a destructive nature.

Scentre will not routinely monitor or review statements made by persons other than members of the Scentre Group (**Third Parties**) on the Site. Third Parties may post statements or information on some portion of the Site, from time to time, including in connection with Products (**Third Party Posted Material**). Scentre has the right at all times to remove any Third Party Posted Material from the Site or to edit any Third Party Posted Material, including in response to complaints received in relation to that material. The Scentre Group makes no representations to you in relation to about the accuracy, quality, legality, ownership or other aspect of any Third Party Posted Material. The Scentre Group expressly disclaims any liability to you for all Third Party Posted Material. Subject to any liability which cannot by law be excluded, the Scentre Group is not liable to you or any other person for any direct, indirect, special or other consequential damages arising out of any use of the Site, the use of any other hyper linked website, the use of any Other Website or any Third Party Posted Material, and including but without limitation, any loss of profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if the Scentre Group has been expressly advised of the possibility of such loss or damages.

You must indemnify and keep indemnified the Scentre Group in respect of all loss and expense suffered by you as a result of any use or exploitation by you of any Third Party Posted Material or any Other Website, or both.

## 9. SECURITY

While the Scentre Group takes appropriate technical and organisational measures to safeguard the personal data that you provide to the Scentre Group, no transmission over the internet can ever be guaranteed secure. Consequently, please note that the Scentre Group cannot guarantee the security of any personal data that you transfer over the Internet to the Scentre Group or its payment gateways.

If you are using a computer or terminal in a public location, Scentre recommends that you always log out and close the website browser when you complete an online session for your security. In addition Scentre recommends that you take the following security measures to enhance your online safety:

Keep your account passwords private. Remember, anybody who knows your password may access your account.

When creating a password, use at least 6 characters. A combination of letters and numbers is best. Do not use dictionary words, your name, email address, or other personal data that can be easily obtained. Scentre also recommends that you frequently change your password. You can do this by going to 'My Account' and clicking 'Change password',

Avoid using the same password for multiple online accounts.

Scentre will never ask you to confirm any account or credit card details via email. If you receive an email claiming to be from [scenregr.com](http://scenregr.com) asking you to do so, please ignore it and do not respond.

The Australian Government has published additional information about protecting yourself in online transactions. This is available at <http://www.staysmartonline.gov.au/> (this website is not provided by the Scentre Group).

## 10. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to our Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

If we become aware that you have breached any law in connection with your use or access of this Site, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

The Scentre Group does not represent that any information (including any file) obtained from or through the Site is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses. The Scentre Group 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 Site or any website linked to the Site, howsoever caused. To the extent that any liability may be imposed on the Scentre

Group, to the extent permitted by law it shall be limited to the cost of re-supplying that information.

## 11. DISCLAIMERS

Scentre updates the Site as often as is practicable, but information can change rapidly and no member of the Scentre Group guarantees its accuracy at any time.

The Site has been prepared under Australian law. Nothing in it constitutes an offer of securities, or an invitation to subscribe for securities, enter into any legal agreement or exercise any rights in relation to the offering of any financial product, or amount to a solicitation for any business.

Scentre cannot give any undertaking, that goods or services you purchase from Participating Retailers through the Site will be of satisfactory quality, and any such warranties are DISCLAIMED by Scentre absolutely. This DISCLAIMER does not affect your statutory rights against the Participating Retailer. Where you order goods or services through the Site Scentre may disclose your customer information related to that transaction to the relevant Participating Retailer.

By using the Site, you agree that your access to, and use of, the Site is subject to these Terms & Conditions and all applicable laws, and is at your own risk. While the information and material contained on the Site is believed to be accurate and current, it is provided by Scentre in good faith on an "as is" basis, and the Scentre Group, related entities of the Scentre Group and the directors, officers and employees of the Scentre Group accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site. Any reference to products or services on the Site is for information purposes only and does not constitute an endorsement or a recommendation of those products or services by Scentre or any Scentre Group company.

Subject to any non-excludable provisions in the Competition and Consumer Act 2010 and similar State or Territory legislation in Australia:

Scentre expressly disclaims any implied or express warranties or conditions of any kind, including non infringement of intellectual property rights relating to information or materials accessible from or on the Site; and



Scentre shall not be liable to you for any damage resulting from use of or reliance on the materials or information on the website or any other loss or damage whatsoever including, but without limitation, special, indirect, consequential or incidental loss or damage (including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss), or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if Scentre is expressly advised of the likelihood of such loss or damage.

To the extent (if any) that the content of the website does not satisfy the laws of a country other than Australia, it is not directed to persons in those countries and they should not use the Site.

## 12. CONFIDENTIALITY

You should not send any information or material that you consider to be confidential or proprietary, to Scentre or any other person, through the Site. Any information or material sent to Scentre at, or through the Site, is deemed to be not confidential. You are deemed to grant to Scentre an unrestricted, irrevocable licence to use, reproduce, display, perform, modify, transmit and distribute all materials or information sent by you to or through the Site. Scentre is free to use any ideas, concepts, know-how or techniques that you send to Scentre, for any purpose.

## 13. PRIVACY

Scentre may collect your personal information through your use of the Site or through your contact with Scentre. Any personal data and other information provided by you will be treated by Scentre in accordance with the [Online Privacy Policy](#). By providing any such personal data or other information you agree to the terms of the [Online Privacy Policy](#), and in particular you agree that Scentre or members of the Scentre Group can collect, hold, use and disclose your personal information in the following ways:

for the purpose of and incidental to your use of the Site, including facilitating the completion of orders through the Site and other uses and disclosures we required to operate the Site;

for the purposes of providing you with news and information about Scentre Group's

events, activities and promotions, both in the Scentre Group's centres and as part of the Scentre Group's other activities;

for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may transfer your personal information to others in countries outside Australia.

You may access your personal information by logging into your Site account.

#### 14. RELEVANT PARTIES

Any indemnity, agreement, representation or promise provided by you to Scentre as set out in these Terms & Conditions shall be taken to be an indemnity, agreement, representation or promise also provided by you to the employees, officers, agents and shareholders of Scentre and any related entity of Scentre in relation to the Site.

#### 15. WAIVER

If we fail at any time to insist upon strict performance of any of your obligations under these Terms & Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms & Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

#### 16. SEVERABILITY

If any of these Terms & Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### 17. APPLICABLE LAW

These Terms & Conditions shall be governed by, construed and enforced in accordance with the laws of the state of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia.

The Site may be accessed throughout Australia and overseas. Scentre makes no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the website.

## 18. ALTERATIONS TO TERMS & CONDITIONS

Scentre may revise or alter these Terms & Conditions at any time. Revisions and alterations will be posted on the Site. Users are responsible for reviewing the Site from time to time to ensure compliance. If Scentre makes a request to you to stop using the Site or to promptly return or destroy copies of information provided on the Site, you must immediately comply with that request, and confirm in writing to Scentre within five (5) business days after that request, that you have done so.

## 19. FEEDBACK AND COMPLAINTS

You can contact us about questions or comments about the Site on 1300 788 957 Monday - Friday 9:00AM - 5:00PM AEDST or by email to [eshoppersupport@au.westfield.com](mailto:eshoppersupport@au.westfield.com). Complaints about a specific Participating Retailer or product must be directed to the Participating Retailer concerned through the contact details provided on the email that you receive confirming that your order is being processed, for resolution directly with them. Scentre has no obligation to help resolve disputes with Participating Retailers. If you have a complaint about a specific purchase, and have paid by Visa or Mastercard, you may have charge back rights and should contact your financial institution.

## 20. ENTIRE AGREEMENT

These Terms & Conditions and any document expressly referred to in them represent the entire agreement between you and Scentre and supersede any prior agreement, understanding or arrangement between you and Scentre, whether oral or in writing.

### Wi-Fi Terms of Use & Privacy Terms

The following terms and conditions of use, together with the policies, notices and disclaimers referred to below (**Wi-Fi terms of use and privacy terms**), govern your

use of wireless internet access hotspots provided at selected Westfield shopping centres free of charge by Scentre Limited ABN 95 000 317 279 in conjunction with the owners of the shopping centres managed by Scentre Shopping Centre Management Pty Limited ACN 000 712 710 and its related bodies corporate (referred to collectively as **Scentre** in the following Wi-Fi terms of use and privacy terms).

In order to use the Westfield common area wireless internet access service (**Westfield Wi-Fi Service**) you will need to enter your email address and first name, or register via a third party authentication service such as Facebook Connect. By using the Westfield Wi-Fi Service, you accept the following Wi-Fi terms of use and privacy terms, and any modifications that may be made to these terms from time to time. If you do not agree to the terms and conditions you may not use the Westfield Wi-Fi Service.

In the following Wi-Fi and privacy terms:

"we", "us" and "our" means Scentre Limited ABN 95 000 317 279 in conjunction with the owners of the shopping centres managed by Scentre Shopping Centre Management Pty Limited ACN 000 712 710 and each of their respective related bodies corporate;

"you" and "your" means the user of the device that connects to the Westfield Wi-Fi Service;

"Scentre Group" means Scentre Limited ABN 95 000 317 279, Scentre Holdings Limited ABN 66 001 671 496, Scentre Management Limited ABN 41 001 670 579 (as responsible entity of Scentre Group Trust 1) and each of their respective related bodies corporate, and the owners of the Australian Westfield Shopping Centres managed by members of Scentre Group from time to time; and

"Third Party Provider" means any supplier of ours that is involved in the provision of the Westfield Wi-Fi Service.

If you are not 18 years old or older, you must only accept these Wi-Fi and privacy terms with a parent's or guardian's approval.

## 1. WI-FI TERMS OF USE

1. You agree to these terms either by clicking "Connect to WiFi" on the Westfield Wi-Fi Service's initial landing page or by otherwise accessing or using the Westfield Wi-Fi Service.
2. While Scentre Group will use all commercially reasonable endeavours to provide a reliable, stable and secure Wi-Fi service and ensure that the Westfield Wi-Fi Service is generally available, Scentre Group (a) makes no representation that the Westfield Wi-Fi Service (or any associated functions) will be available at all times or will operate at all times without error and (b) expressly disclaims any representations that the Westfield Wi-Fi Service will operate on a continual or error free basis. The Westfield Wi-Fi Service in whole or in part, or particular Westfield Wi-Fi Service functions, may be non-operational at any time for any reason (including because of any planned maintenance or unavailability of any service).
3. The Westfield Wi-Fi Service provides free wireless internet access within Westfield shopping centres. However the Service is not supplied for the purpose of, and is not suitable for supporting, any application or use which needs continuous fault free network connectivity and must not be used for business purposes.
4. The Westfield Wi-Fi Service provides unencrypted wireless access to the Internet. You are responsible for the security of your system, device and any transmissions you make or receive and:
  - you are liable for all use of the Westfield Wi-Fi Service that occurs in connection with your device, including if you permit another person to use your device or access the Internet via your device;
  - you are fully responsible for your activities while using this Westfield Wi-Fi Service (including for any content, information and other materials you access or transmit via the Westfield Wi-Fi Service) and you agree that you bear all risks regarding use of this Wi-Fi Service;
  - you acknowledge that you understand the risks of unencrypted access to the Internet, and will take any necessary security precautions, including encrypting confidential transmissions, backing up any data and protecting your system and device with a firewall; and
  - you agree that security of your equipment and data, including safeguarding against the risks of hacking, viruses, eavesdropping, and all other such hazards, is your responsibility and not the responsibility of Scentre Group.

5. Scentre Group does not take any responsibility for any user data which traverses the Westfield Wi-Fi Service network. Scentre Group cannot guarantee that your data will not become lost, damaged, or intercepted in transit using this Internet connection and does not take responsibility if you lose an email or a download or any other kind of transmission, or if someone gains access to your passwords, or for any other like circumstances. Accordingly, any information which you transmit using the Westfield Wi-Fi Service, including for example, credit card details or personal information, is transmitted at your own risk and Scentre Group is not responsible while such information is in transit. The Australian Government has published additional information about protecting yourself in online transactions. This is available at <http://www.staysmartonline.gov.au/> (this website is not provided by the Scentre Group).
6. Other than the measures referred to in clauses 8 and 9, we do not control information transmitted over the Westfield W-Fi Service and you release us from any liability arising out of your use of the Westfield W-Fi Service, including the transmission of that information to or from you and your use of it. You acknowledge that:
  - a. the Internet contains a variety of materials and information that may be offensive to you and that you assume full responsibility and risk of use of the Westfield Wi-Fi Service and the Internet; and
  - b. you are solely responsible for your use of the Westfield Wi-Fi Service and for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online.
7. Your activities on the Westfield Wi-Fi Service (including sending, receiving, downloading or printing any material using the Westfield Wi-Fi Service) must not:
  - a. introduce any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
  - b. create any liability (civil or criminal) for Scentre Group or any Third Party Provider, cause Scentre Group to lose (in whole or in part) the services of our suppliers;

- c. violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- d. be defamatory, trade libelous, unlawfully threatening or harassing, or advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence;
- e. be obscene or contain child pornography;
- f. infringe any third party's intellectual property rights, including copyright, patent, trademark, trade secret or other proprietary rights;
- g. impose an unreasonable or disproportionately large load on any systems or infrastructure; or
- h. involve any attempt to access any data or system, service or communication which you are not authorized to access;
- i. must not in any way rebroadcast or retransmit the WiFi network using your own devices or other equipment

8. Scentre Group routinely monitors and logs communications over its networks for security, performance, and other purposes, and Scentre Group may access, monitor, audit, intercept and disclose any such communications, data or information in connection with your use of the Westfield Wi-Fi Service.

9. Scentre Group may make certain Internet services unavailable, and may, in its absolute discretion, revoke your access to the Westfield Wi-Fi Service, at any time and for any reason with or without notice to you. In particular, Scentre Group reserves the right to:

- a. bar access to the Westfield Wi-Fi Service to anyone who is deemed to be in breach of the terms and conditions, or is behaving in an unsociable manner, or for any other reason;
- b. block access to any network protocols that are deemed inappropriate by Scentre Group or may contravene these Westfield Wi-Fi Service terms and conditions of use, including but not limited to those used by file sharing applications such as Limewire, eDonkey, or any Bit-Torrent type of client or Peer to Peer applications; and
- c. apply any such traffic shaping as is deemed necessary to provide access to

Westfield Wi-Fi Service in a fair and stable manner to all Scentre Group customers.

10. As a complimentary service, the Westfield Wi-Fi service are provided "as-is" and "where-is," without any warranties, express or implied.
11. To the extent permitted by law, Scentre Group nor any third party provider is not liable for any loss or damage of any kind caused or contributed to by your use of the Westfield Wi-Fi Service, including, but without limitation, special, indirect, consequential or incidental loss or damage (including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss), or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if we are expressly advised of the likelihood of such loss or damage. If liability cannot be excluded by law, our liability and the liability of our subsidiaries, officers, directors, employees, and suppliers, to you is limited to AUD\$100.00. If liability cannot be limited or excluded by law, then to the extent permitted by law, Scentre Group's liability is limited to the following:
  - a. if the breach relates to goods, repairing or replacing those goods or paying the cost of having those goods repaired or replaced; and
  - b. if the breach relates to services, resupplying those or equivalent services or paying the cost of having those services resupplied. To the extent permitted by law, you indemnify
12. Scentre Group, its related bodies corporate, directors, officers and employees from any loss or damage of any kind caused or contributed to by your use of the Westfield Wi-Fi Service.
13. Scentre Group reserves the right to alter the terms and conditions stated in this document at any time and for any reason. Continued use of the Westfield Wi-Fi Service by you constitutes your binding acceptance of such revisions, amendments, and modifications. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE WESTFIELD WI-FI SERVICE.**
14. If any of these terms is determined to be invalid or unenforceable under any applicable law, the term will be ineffective to the extent of such determination and such invalidation of such part or portion of these terms will not invalidate



the remaining portions of these terms and they will continue to, and will remain, in full force and legal effect.

15. Scentre Group may collect personal information from you, including the type of device you are using to access the Westfield Wi-Fi Service, the time you are accessing the Westfield Wi-Fi Service, the amount of data you download, and your media access control address. Any personal data and other information provided by you will be processed by Scentre Group in accordance with the Wi-Fi Privacy Terms (set out below) and the Scentre Group Privacy Policy available at <http://westfield.com.au/au/help/privacy-policy>. By providing any such personal data or other information you agree to the terms of the Wi-Fi Privacy Terms (set out below) and the Scentre Group Privacy Policy available at <http://westfield.com.au/au/help/privacy-policy> and in particular you agree that Scentre Limited or members of the Scentre Group can collect, hold, use and disclose your personal information:

- a. for the purpose of and incidental to your use of the Westfield Wi-Fi Service;
- b. to provide to other members of the Scentre Group, its agents, contractors, joint venture and commercial partners, regulatory authorities and any third parties who provide services to us in relation to the Westfield Wi-Fi Service, including gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent use; and
- c. for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may transfer your personal information to others in countries outside Australia.

## WI-FI PRIVACY TERMS

By accessing the Westfield Wi-Fi Service, you acknowledge and agree that:

1. We will collect your information, such as (but not limited to):
  - a. where devices are able to connect to, or are identifiable by, in-centre infrastructure, we may collect data including usage, location and type of device, from those devices, and other data which users consent to us collecting from time to time;
  - b. the date and time you accessed each page on our websites;

- c. cookies which track your visits to our web sites;
  - d. the web browser that you are using and the pages you accessed;
  - e. your name, email address and age range where provided;
  - f. centre arrival and departure time;
  - g. device ID number (MAC address);
  - h. location of your wireless device in-centre;
  - i. length of browsing session; and
  - j. the URL of websites visited.
2. We are collecting this information (and may use or hold this information) for the following purposes:
- a. for the purposes of and incidental to your use of the Westfield Wi-Fi Service;
  - b. to improve our websites and the Westfield Wi-Fi Service;
  - c. so that we can tell which webpages are the most popular and where shoppers spend most of their time;
  - d. to provide to other members of the Scentre Group, its agents, contractors, service providers, joint venture and commercial partners, regulatory authorities and any third parties who provide services to us in relation to the Westfield Wi-Fi Service, including gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent use; and
  - e. for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may provide this information to Scentre Group's agents, contractors, service providers, joint venture and commercial partners and regulatory authorities, and may transfer your personal information to others in countries outside Australia (including to those that operate our cloud servers outside of Australia).
3. Scentre Group may, for an indefinite period, use the information for the purposes set out above and for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or push notifications or telephoning users and for such other purposes as set out in our Privacy Policy, which is available at [www.westfield.com.au/privacy-policy](http://www.westfield.com.au/privacy-policy).

4. If you opt in to receive notifications (for example, in respect of competitions, news, information or offers in respect of goods or services) then you may receive notifications on your device. If you want to opt out from these notifications, visit <https://secure.westfield.com.au/unsubscribe>.
5. If you access or log-in to the Westfield Wi-Fi Service, and we hold other personally unidentifiable information that can be associated to you or the device on which you are accessing the Wi-Fi Service (including, but not limited to a device ID number (MAC address)), then that information may be linked with personal information we hold about you as set out in the Wi-Fi Privacy Terms or the Scentre Group Privacy Policy, and will be treated in the same manner as the personal information to which it has been linked.
6. If you do not want to disclose your personal information to us or you do not agree to us collecting, using and disclosing your personal information as set out in our privacy policy, you are not permitted to join our Wi-Fi network. If you decide not to join our Wi-Fi network, we will not be able to provide you with the free Westfield Wi-Fi Service.
7. If you access or log-in to the Westfield Wi-Fi Service through a third party social media service, the information we collect may also include your user ID and/or user name associated with that social media service, any information or content you have permitted the third party social media service to share with us, such as your profile picture, email address, followers or friends lists, and any information you have disclosed in connection with that social media service. When you access the Westfield Wi-Fi Service through third party social media services, you are authorising Scentre Group to collect, store, use and disclose such information and content in accordance with these Wi-Fi Privacy Terms. If you do not want your personal information collected, stored, used or disclosed in this way, please do not access or log-in to Westfield Wi-Fi Service through a third party social media service. We do not collect your passwords from these third party social media services.
8. More information, including your right to access your information and how Scentre Group stores your information, is set out in Scentre Group's Privacy Policy available at <https://www.westfield.com.au/privacy-policy>. Upon request, Scentre Group will remove your details from its databases. To request details

to be removed, please go to <http://secure.westfield.com.au/unsubscribe> or write to the Digital Officer, Level 3, 100 Market Street, Sydney NSW 2011. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws.

9. Our Privacy Policy contains details on how you may access and correct your personal information, how you may complain about a breach of your privacy and how we will handle any complaint or request.
10. For more information on our privacy practices, please contact Scentre Group Privacy Officer at Level 28, 85 Castlereagh Street, Sydney NSW 2000 or at [privacy@scentregroup.com](mailto:privacy@scentregroup.com) or by phone on (02) 9358-7000.