

**Royal Randwick Shopping Centre
Online Ticketless System and Online Portal Terms and Conditions
October 2022**

1. In these Terms and Conditions:
 - a. **“Account”** means a customer account for Ticketless Parking created via the Online Portal;
 - b. **“Car Park”** means the Car Park located at the Centre;
 - c. **“Centre”** means Royal Randwick Shopping Centre, Randwick;
 - d. **“Manager”** means the entity that is responsible for operating the Car Park, which as at the date of these Terms and Conditions is **Point Parking Pty Ltd (ACN 160 943 911)**.
 - e. **“Ticketless Parking”** means the online portal system for the Car Park which allows for automated payment for parking via credit or debit cards connected to Accounts;
 - f. **Online Portal** means the online portal used to establish and update Accounts for Ticketless Parking (available at www.royalrandwick.com.au/visit/getting-here/parking);
 - g. **“Vehicle”** means a vehicle that is linked to an Account;
 - h. **“You”** and **“Your”** refers to any person using Ticketless Parking and the Online Portal; and
 - i. **“We”, “Us”** and **“Our”** refer to refers to the owner(s) of the Centre and any manager of the Centre from time to time which at the date of these Terms and Conditions is AMP Capital Shopping Centres Pty Ltd ABN 13 001 595 955.and includes their related bodies corporate, employees, contractors, and agents.
2. These Terms and Conditions, together with the policies, notices and disclaimers referred to below, form the agreement between You and Us regarding access to and the use of Ticketless Parking.
3. When using the Car Park, You will be bound by the Car Park Conditions of Entry (which may be altered or updated from time to time) and displayed at all property entrances (a copy of which is available at www.royalrandwick.com.au/visit/getting-here/parking).
4. Together with any other signage at the Car Park or directions given by Us or the Manager whilst You are using the Car Park.
5. 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 our website www.royalrandwick.com.au/staff-parking. You will be bound by the amended, varied or replaced terms and conditions until you close your Account. We recommend you check the website from time to time to see if these Terms and Conditions have changed.

Registering an account

6. To use Our online Ticketless Parking system, You must apply for an Account via Our website www.royalrandwick.com.au/staff-parking. By creating an Account, you accept these Terms and Conditions and any variations hereto.
7. We may, in Our absolute discretion, reject, suspend, or cancel an Account. We may also change the Account requirements from time to time in Our discretion.
8. Without limiting the above, if:
 - a. You do not comply with these Terms and Conditions or if We have reasonable grounds to believe that You are likely to breach them; or
 - b. You give false, inaccurate, or misleading information to Us,

We may suspend or terminate Your access to Ticketless Parking and the Online Portal or any part or feature of it.

9. If You wish to be recognised as a retail staff parker, You must provide the store name, store manager and Your employment type within the fields provided. Once Your employment information has been verified by Us, your account will be created and you will be invited to register for the Online Portal.
10. To receive the retail staff parking fee, you must park within the allocated area assigned by Us.
11. We will collect personal information when creating an Account. The types of information We may collect include Your name, address, phone number, email address, Vehicle registration and license plate information, and any other personal information You provide to Us through the online form. If You do not provide Your personal information to Us, you may not be able to access Our Ticketless Parking System and Online Portal. Additional information about Our collection, use and disclosure of Your personal information is set out below.

Payments, fees, and charges

12. Ticketless Parking uses license plate recognition to capture and record the time of entry of the Vehicle.
13. Fees and charges may apply to your use of Ticketless Parking from time to time. The amount of these fees and charges, and any limits or further conditions which apply to them, will be as listed, or specified at www.royalrandwick.com.au/visit/getting-here/parking (which may be altered or updated from time to time) and/or as notified by the Centre in writing at any time.
14. If fees are payable, payment can be made at either an automatic pay station, at the exit gate via pay wave or via direct debit, if the user has created an account with MultiScan Hub. If an account has been created with MultiScan Hub, MultiScan Hub's terms and conditions apply to all interactions including payments through the user's nominated payment method. The MultiScan Hub's terms and conditions are available here: <https://multiscanhub.com/mshubportal/termsandconditions>.
15. You are responsible for notifying Us of Your qualification for any discounts You may be entitled to (including mobility parking and staff parking as applicable). Such notification must be provided in person at the Centre. Any discounts that You may be entitled to

(including retail staff parking, mobility parking, or shopping validations) that You have notified Us to be applied to your Account will be applied at the time of payment on the credit or debit card and will be subject to terms and conditions applying to the provision of such discounts (including any applicable third-party terms and conditions that may apply).

16. 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.
17. If a Vehicle is changed or stolen, You must notify us immediately. You are liable for any fees and charges incurred in respect of a Vehicle using the Car Park until You notify Us. We will endeavour to have the Vehicle deactivated from Your Account as soon as reasonably practicable after notification.

Collection of personal information

18. We will collect personal information when creating an Account. If You do not provide us with the requested personal information, You may not be able to establish an Account.

Use of personal information

19. By providing Your personal information to Us through the website form, You agree that We may use Your personal information to:
 - a. manage, operate and administer the Car Park;
 - b. contact You about Your use of the Car Park, Your Account, the Online Portal or payments made through the Online Portal;
 - c. provide you with marketing or promotional materials from Royal Randwick Shopping Centre regarding its products and services; and
 - d. conduct market research and other data analysis regarding the Car Park.
20. We may also use Your personal information in accordance with Our Privacy Policy, available at <https://www.royalrandwick.com.au/privacy>.

Disclosure of personal information

21. We may disclose Your personal information to:
 - a. the Manager and Our related companies for purposes of managing and operating the Car Park and Ticketless Parking;
 - b. third party service providers who assist Us with information technology systems, cloud-based services, payment processing, Car Park management, call centre and mailhouse services, advisory services (such as auditors, insurers, accounting and legal advisors), security and other third parties involved with operation or management of the Online Portal, the Car Park or Ticketless Parking;
 - c. regulatory bodies, governmental agencies, and law enforcement bodies; and
 - d. other parties as required by law.

22. We do not typically disclose personal information outside of Australia. However, We may disclose personal information to the Manager and Our related companies and their employees outside Australia where transferring the personal information is required to properly and efficiently manage and operate the Car Park and the Centre.

Direct marketing

23. If You elect in the online form to receive direct marketing communications from Us, We and Our related companies may use Your personal information to send You information about offers, promotions, events, Car Park facilities and Our other facilities and services.

24. 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.

Handling Your personal information

25. We handle Your personal information in accordance with Our Privacy Policy, available at <https://www.royalrandwick.com.au/privacy>. Our Privacy Policy includes more information about the collection, use, disclosure, and security of Your personal information. The Privacy Policy includes information about how You may request access to, and correction of, personal information We hold about You. It also includes information about how You may make a complaint about how Your personal information has been handled.

26. You may also update Your details at any time by logging on to your Account.

Limitation of liability

27. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under any similar consumer protection laws applicable in New South Wales.

28. To the fullest extent permitted by law, and subject to clause 27 above, neither We nor the Manager will be liable or responsible to You for, and You release Us and the Manager from and indemnify us against:

- a. any loss, damage, liability, or claim including but not limited to loss, damage or corruption of data or records, loss of opportunity, revenue, profit, goodwill anticipated savings, or other economic loss, liability, expense, costs, or damage; or
- b. any indirect, consequential, or economic loss or loss of profits, or incidental or punitive damages, however, arising, suffered by You under or in connection with, in connection with Ticketless Parking, the Online Portal, or in connection with these Terms and Conditions, except to the extent such loss, damage, liability or claim is caused by our negligent act or omission.

General

29. We may assign novate or otherwise deal with any of our rights or obligations under these Terms or Conditions without your consent.

30. 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.
31. You represents, warrants and undertakes to Us that:
 - a. You have the power, capacity, and authority to enter into and observe Your obligations under these Terms and Conditions; and
 - b. the information You provide to Us when creating an Account is true and correct.
32. These Terms and Conditions governed by, and must be construed in accordance with, the laws of New South Wales and You submit to the non-exclusive jurisdiction of the courts of New South Wales.

Contact us

33. Enquires can be made via the Manager at royalrandwick@ampcapital.com or call (02) 9398 9099