

TERMS & CONDITIONS OF STAFF PARKING AT ROYAL RANDWICK SHOPPING CENTRE

You must read and accept the Terms and Conditions below before you can register for Royal Randwick Shopping Centre Staff Parking. These Terms and Conditions, together with the policies, notices and documents referred to below, form the agreement between you and AMP Capital Shopping Centres Pty Limited ('us', 'we' or 'our') regarding access to and use of Royal Randwick Shopping Centre Staff Parking. Please read these Terms and Conditions carefully.

A Registering for a staff parking card

1. You must complete an application before you can access and use Royal Randwick Shopping Centre Staff Parking. By completing and submitting an application you accept these Terms and Conditions.
2. We may decide whether to accept or reject your application at our discretion. We may change application and eligibility requirements from time to time at our discretion.
3. Any changes to the information provided on your parking form must be advised to Centre Management in writing within seven days. Failure to do so may result in the immediate termination of your staff parking card.

B Use of the staff parking card

4. Employees with staff parking cards may, whilst attending the centre for work, park for a period of up to 24 hours in the agreed staff parking locations at the agreed daily staff rate as set out by us.
5. If you are not in possession of a valid staff parking card when entering or leaving the Car Park or you do not park in the designated staff parking locations, you will have to pay the usual full-day parking rate for the centre (i.e not at the staff concession rate).
6. The issued staff parking card is only valid for use with the registered car on your application form, unless otherwise approved by us in writing.
7. All staff parking locations operate on a first in first served basis. Available spaces in a designated staff parking location are not guaranteed. In the event that staff parking locations are full, you will be required to find alternative parking or park in areas designated for customer use and be subject to the payment of the usual full day parking rate for the centre (i.e not at the staff concession rate).
8. Staff parking cards are not transferrable without prior written authorisation from us. You must notify us of the cessation of your employment at Royal Randwick Shopping Centre.

C Fees and other charges

9. A non-refundable upfront payment of \$20 is required to issue the card.
10. Fees and charges that are referred to in these Terms and Conditions may apply to your use of Royal Randwick Shopping Centre Staff Parking from time to time. We reserve the right to determine in our absolute discretion the fees, charges and locations for staff parking by giving you five working days' notice of the changes.
11. The fee for a replacement, lost or damaged card is \$20.

D Termination

12. We may terminate and reclaim your staff parking card immediately if:
 - a. you are in breach of these Terms & Conditions and you do not rectify the breach within 5 business days;
 - b. any of the information you have provided is deemed by us to be incorrect, invalid or fraudulent;
 - c. the card has not been used for a period of 90 consecutive days; or
 - d. you are deemed by us to be using the card outside of the hours of your usual employment with Royal Randwick Shopping Centre.

E Privacy

13. We collect your personal information in order to process your application for Royal Randwick Shopping Centre Staff Parking, provide information about any changes to the staff parking scheme, respond to your enquiries and as set out in our Privacy Policy available at: <https://www.royalrandwick.com.au/Privacy> The information you provide will be collected by us and may be disclosed to third parties that help us deliver our products and services or as required by law. We may disclose personal information to entities outside Australia, including to our related bodies corporate, data hosting and other service providers. If you do not provide this information, we may not be able to register

you for Royal Randwick Shopping Centre Staff Parking, respond to your enquiries or provide you with updates to the Royal Randwick Shopping Centre Staff Parking scheme.

14. Our Privacy Policy sets out why we need personal information and what types we collect, how we protect your personal information, who can access your personal information, how you can contact us to find out more about your personal information and what to do if you have concerns about privacy. If you would like further information about our Privacy Policy, please contact us by email at ClientServices@ampcapital.com.
15. By providing your personal information to us, you consent to the collection, use, storage, disclosure and management of that information as described in the Privacy Policy and this collection notice.

F General

16. You must, at all times, comply with all applicable laws in your use of Royal Randwick Shopping Centre Staff Parking.
17. You represent and warrant that you have full power to enter into, and perform your obligations under, these Terms and Conditions.
18. You are bound by and must comply with the terms and conditions of entry displayed at the entrance to the Car Park in addition to these Terms and Conditions. You must also comply at all times with the operating rules of the Centre and Car Park and comply with all our directions regarding the use of the Car Park from time to time.
19. To the maximum extent permitted by law, we will not be liable or responsible to you for, and you release us from and indemnify us against 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, 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 Royal Randwick Shopping Centre Staff Parking 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.
20. In the event of a breach by us of any condition, warranty or right under these Terms and Conditions or by law, to the maximum extent permitted by law, our liability for such breach shall be limited to the replacement of the goods or services or the supply of equivalent goods or services, payment of the cost of replacing the goods or services, reimbursement of any fees deducted in error or refund of the fees paid for goods or services (as determined by us in our absolute discretion).
21. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any provisions of any legislation which may not be excluded, restricted or modified by agreement.
22. We may in our absolute discretion amend, vary, or replace these Terms and Conditions at any time (effective immediately) without giving a reason by posting any amendments, variations or replacement terms and conditions on the Website at <https://www.royalrandwick.com.au/staff-parking> By continuing to use your staff parking card, you agree that you will be bound by the amended, varied or replaced terms and conditions until you return or cease use of your staff parking card.
23. We may assign, novate or otherwise deal with any of our rights or obligations under these Terms and Conditions without obtaining your consent.
24. If we fail at any time to insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
25. New South Wales laws govern these Terms and Conditions, and you agree to submit to the non-exclusive jurisdiction of courts of New South Wales.
26. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement whether oral or in writing.