

## **Customer Account Terms and Conditions**

Before you complete the Application to register for use of the Plan, Park, Shop ticketless parking system, please read and accept these Terms and Conditions. These Terms and Conditions, together with the policies, notices and disclaimers referred to below, form the agreement between you and Indooroopilly Property Management Pty Ltd ABN 61 002 894 153 (Indooroopilly Shopping Centre, we or us) regarding access to and use of the Plan, Park, Shop Ticketless System and Website ([www.planparkshop.com.au](http://www.planparkshop.com.au)). Please read these Terms and Conditions carefully.

### **SPEND TO RECEIVE FREE PARKING CAMPAIGN**

- 1.1 Customers are required to spend a minimum of \$200.00 or more in any one day, for one visit only during Centre trading hours at participating retailers to be eligible to receive a total of eight hours FREE parking.
- 1.2 To be eligible, customers must present their receipts totalling \$200.00 or more (multiple receipts allowed) to the Information Desk on Level 2 during opening hours (Monday to Wednesday 9am – 5:30pm, Thursday 9am – 9pm, Friday 9am – 5:30pm, Saturday 9am – 5pm and Sunday 10am – 4pm).
- 1.3 Receipts are only eligible if a \$200.00 or more total spend on product is made in any one day. Multiple receipts can be used to accumulate spend in one day. All receipts must be dated from that same day.
- 1.4 A total of 8 hours FREE parking is valid for one day only on that same day.
- 1.5 Participating retailers include Supermarkets and Liquor, Department Stores, Discount Variety, Entertainment, Ladies Fashion, Men's Fashion, Mixed Fashion, Children's Fashion, Fashion Accessories, Sporting & Equipment, Jewellery, Footwear, Hairdressers, Health & Beauty, Pharmacy, Florist, Fresh Food, Café's & Restaurants, Takeaway Food, Homewares, Giftware, Newsagents & Stationery, Books, Electrical/Sound/Computers, Hobbies/Craft/Toys, Photography, Key Cutting, Bill Pay, Lottery, Banks & Financial Services, Office Tower Suites and Telecommunication plans.
- 1.6 Directors, management, employees, contractors, retailers and their staff of Indooroopilly Shopping Centre or of its related bodies corporate, or of the agencies or companies are unable to redeem this offer.

## **2 Registering a Customer Account**

- 2.1 You must complete an Application in the required form. By completing and submitting an Application you accept these Terms and Conditions.
- 2.2 Fees and charges may apply to your use of the Plan, Park, Shop Ticketless System 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 on the Website (which may be altered or updated from time to time) and/or as notified by Indooroopilly Shopping Centre in writing at any time.
- 2.3 Indooroopilly Shopping Centre may decide, in its absolute discretion, whether to accept or reject an Application. Indooroopilly Shopping Centre may change Application requirements from time to time at its discretion.
- 2.4 You will be issued with a confirmation email following acceptance of an Application. This confirmation constitutes acceptance as a Casual Parker only.
  - 2.4.1 a) Retail Staff Parker: If you wish to be recognised as a Retail Staff Parker, then you must gain separate approval from Indooroopilly Shopping Centre. You will be issued

2.5 b) Disabled Parker: If you wish to be recognised as a Disabled Parker, then you must visit the Customer Service Centre located on Level 1 near JB Hi Fi and complete the Disabled Parker Application.

### **3 Payments, fees and charges**

- 3.1 During the Application you can nominate to pay parking charges, administration fees, monthly account fees or other fees and charges imposed by Indooroopilly Shopping Centre (Fees) either automatically via a Nominated Credit Card, or at a Pay Station at the Centre.
- 3.2 If you nominate to pay automatically via a Nominated Credit Card, you must register the Nominated Credit Card before the Customer Account is activated for such use.
- 3.3 Fees will be charged to the Nominated Credit Card.
- 3.4 You are responsible for Fees incurred in connection with your Customer Account and Authorised Vehicles.
- 3.5 Any discounts that you may be entitled to (including disability parking and cinema validations) will be applied at the time of payment on the Nominated Credit 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).
- 3.6 Each time an Authorised Vehicle is used to enter and/or exit the Car Park or utilises additional services you authorise us to debit from your Nominated Credit Card the applicable Fees.
- 3.7 You may be prevented from exiting the Car Park if your Customer Account has been suspended.
- 3.8 Parking charges will be incurred as follows:

0 to 3 hrs	Free*
3 - 4 hrs	\$3.00
4 - 5 hrs	\$6.00
5 - 6 hrs	\$9.00
6 - 7 hrs	\$12.00
7 - 8 hrs	\$15.00
8 + hrs	\$20.00

### **4 Payment Methods and Authority**

- 4.1 You can pay any Fees and other charges incurred on your Customer Account by authorising Indooroopilly Shopping Centre to debit amounts from a Nominated Credit Card, or any other means Indooroopilly Shopping Centre agrees to in writing.
- 4.2 By authorising Indooroopilly Shopping Centre to debit amounts from a Nominated Credit card you:
- (a) Warrant that you are an authorised signatory to the Nominated Credit Card; and
  - (b) Authorise Indooroopilly Shopping Centre to debit the Nominated Credit Card with the Fees referred to in clause 2 of these Terms and Conditions, and any other payments and amounts owing, deposits, fees or charges in accordance with these Terms and Conditions.
- 4.3 If you believe there has been an error in debiting the Nominated Credit Card you must contact Indooroopilly Shopping Centre (refer clause 10) as soon as possible.
- 4.4 Indooroopilly Shopping Centre reserves the right to charge you a merchant services fee for using a Nominated Credit Card to make payments in accordance with these Terms and Conditions. Any such fee will be disclosed on the Website.
- 4.5 You are at all times responsible for paying any amounts owing under these Terms and Conditions and ensuring there are sufficient clear funds/credit available in any Nominated Credit Card to meet your payment obligations under these Terms and Conditions.

- 4.6 If there is insufficient credit available in a Nominated Credit Card to meet your payment obligations under these Terms and Conditions, or your Nominated Credit Card is declined, you may be charged fees and charges and/or interest by both your financial institution and by Indooroopilly Shopping Centre, and your Customer Account may be suspended.
- 4.7 You must notify us immediately if the Nominated Credit Card expires, is cancelled, suspended or is otherwise not useable. In these circumstances we may suspend your Customer Account unless you have provided us with details of the alternative Nominated Credit Card and an authority for us to debit the alternative Nominated Credit Card.

## **5 Customer Account Statements, notifications and tax invoices**

- 5.1 You may view your Customer Account Statement at any time by logging into your Customer Account on the Website and clicking on the "Transaction History" tab.
- 5.2 We may elect to provide instant SMS services or other similar services in relation to selected Customer Accounts. You may opt out of receiving these services via the notification preferences within your Customer Account. These Terms and Conditions will apply to such services when they become available. Further details of the services and any fees or charges and the conditions which apply to the services may be included on the Website from time to time.
- 5.3 SMS messages will be sent to the mobile number nominated in your Customer Account.
- 5.4 Email messages will be sent to the email address nominated in your Customer Account.

## **6 Closing your Customer Account**

- 6.1 You may close your Customer Account at any time by notifying us and paying any outstanding fee balance.
- 6.2 We will process any final payment from your Customer Account and then:
- (a) If there is money owing to your Customer Account, we will collect this from you by debiting the Nominated Credit Card the outstanding amount; or (b) If there is any credit balance in your Customer Account we will return this to you between 8 and 30 days after receiving notification from you to close your Customer Account by crediting the Nominated Credit Card with the credit balance.

- 7 **Authorised Vehicles** (a) your use of the Website is entirely at your own risk and is provided without warranty, either express or implied; (b) we do not accept responsibility for: (i) any interference, loss or damage to your data, computer system, or mobile device which arises in connection with your use of the Plan, Park, Shop Ticketless System and Website. Although reasonable precautions have been taken, we do not guarantee the Website will be continually available or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through the Plan, Park, Shop Ticketless System and Website; or (ii) failures, errors, omissions or interruptions in the availability of the internet, telecommunications systems or email transmissions.

- 7.1 You are liable for the applicable fees and charges incurred by any Authorised Vehicle while that Authorised Vehicle is linked to your Customer Account.
- 7.2 You are liable for all fees and charges incurred by other persons who use your Authorised Vehicle.
- 7.3 If an Authorized Vehicle is lost or stolen you must notify us immediately (refer clause 10 for contact details). You are liable for any Fees incurred in respect of an Authorised Vehicle until you notify us. We will endeavour to have the Authorised Vehicle deactivated from your Customer Account as soon as reasonably practicable.

## **8 Liability**

- 8.1 To the extent permitted by law, we, our directors, officers, agents, employees and contractors, will not be liable or responsible to you for and you release and indemnify us from any loss, damage, liability or claims including but not limited to any indirect, consequential or economic loss or loss of profits, or incidental or punitive damages, damage or corruption of data or records, loss of opportunity, revenue, goodwill, anticipated savings, or other economic loss,

liability, expense, costs or damage however arising, suffered by you under or in connection with the Parking system, the Website 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.

8.2 To the extent permitted by law, you acknowledge that:

## 9. Suspension and termination

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 in your Application; or

(c) your Application is rejected,

we may suspend or terminate your access to the Plan, Park, Shop Ticketless System and Website or any part or feature of it. These Terms and Conditions survive any such suspension or termination.

## 10. Use of information collected in your Application

If you provide personal information (including your credit card information) in relation to your Customer Account through the Website or in person at Indooroopilly Shopping Centre, your personal information will be stored and retained by Indooroopilly Shopping Centre or its agents for your future transactions. You can manage your credit card information by logging into the Website going to the "Modify Your Details" section. Personal information will be dealt with in accordance with the Indooroopilly Shopping Centre Privacy Policy, available at the Indooroopilly Shopping Centre website

**11. General** 1. In exercising your rights under these Terms and Conditions, you must at all times comply with all applicable laws.

2. The availability of free parking at Indooroopilly Shopping Centre is limited to 3 hours only. The new License Plate Recognition (LPR) system captures and records the time of entry for each car and assigns this entry time to the car registration. Where a car exits and then re-enters the car park within 1 hour, parking charges apply for the duration of the total time parked in the car park, from the time of the first recorded entry.

3. You represent and warrant that you have full power to enter into and perform your obligations under these Terms and Conditions.

4. You agree that your use of the Car Park is subject to the Car Park terms and conditions or any other signage displayed in the Car Park from time to time, and directions given by us whilst you are using our Car Park.

5. 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.

6. We may at 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. You will be bound by the amended, varied or replaced terms and conditions until you close your Customer Account. We recommend you check the Website from time to time to see if these Terms and Conditions have changed.

7. We may assign novate or otherwise deal with any of our rights or obligations under our agreement with you (as represented by these Terms and Conditions) or attempt or purport to do so, without obtaining your consent.

8. 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.

9. 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 service acquired or ordered by you from the Website.

10. These Terms & Conditions and any document expressly referred to in them represent the entire agreement between you and Indooroopilly Shopping Centre.

## **12. Enquiries and complaints**

12.1 Enquiries can be directed as follows:

(a) Information Desk on Level 2 of the centre. They will contact the Car Park staff to attend.

(b) (07) 3327 2804

(c) [indooroopilly@pointparking.com.au](mailto:indooroopilly@pointparking.com.au)

## **Website Terms of Use**

These Website Terms of Use apply to this website which is operated by Indooroopilly Property Management Pty Ltd ABN 61 002 894 153 under the domain name [www.indooroopillyshopping.com.au](http://www.indooroopillyshopping.com.au) ("Website"), and is referred to in the following terms as "we", "us", and "our".

By proceeding beyond the homepage you agree to accept these Terms of Use and we agree to grant you a non-exclusive, non-transferable licence to use this website in accordance with the conditions set out below.

We may revise these Terms of Use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use as amended.

In addition to the provisions of these Website Terms of Use, there may also be specific and additional terms that apply to certain sections of this Website. Because those specific and additional provisions also apply to your use of those sections, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of these Website Terms of Use and those other specific and additional provisions, the specific and additional provisions will prevail.

1. All materials and information on this Website including without limitation any logo, design, text, graphic and their arrangement ("Content") are licensed to or owned by us. Unless we indicate otherwise you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior permission or the written permission of the copyright owner. You may access and use the

Content and this Website for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

- You acknowledge and agree that if you contribute Content to the Website, such Content will become our property and you hereby assign all rights, title and interests in and to such contributions to us. We reserve the right to remove any Content from the Website at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

- 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. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation. Further, we 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 products and services incorporating such Feedback.

#### **PRIVACY POLICY**

Indooroopilly Property Management Pty Limited ABN 94 144 809 174 (referred to as "IPM", "us", "we", "our") treats personal data with respect and integrity.

This Privacy Policy explains our policy for dealing with personal information that we collect through a variety of sources, including our website [indooroopillyshopping.com.au](http://indooroopillyshopping.com.au) ("Website") and "Indooroopilly Shopping Centre" application ("App").

We will post any changes to this Privacy Policy on the Website, so we encourage you to check this Privacy Policy from time to time. Any personal data collected under this current Privacy Policy will be handled in accordance with this Privacy Policy. After the changes take effect, all new personal data collected, if any, will be subject to the revised Privacy Policy. The personal data we collect about you will include:

I. information collected when you register or update a profile which may include personal

data such as your name, contact details and credit card details

II. Information submitted if you participate in an online survey, offer or promotion/competition; and

III. Any messages or comments you submit to us via the Customer Registration or to any Indooroopilly specific email address or via a staff member at Indooroopilly Shopping Centre, which may include personal data such as name, email address and telephone number.

IV.

All credit card details and vehicle registration details will be dealt with in accordance with Indooroopilly Shopping Centre Privacy Policy.

#### **USER CONDUCT**

- You are responsible for all of your activity in connection with accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user.

- In accessing this Website, you must not: • Disrupt or interfere with the Website, or any services, system resources, accounts, servers or networks connected to or accessible through this Website or linked websites;

- Disrupt or interfere with any other users enjoyment of this Website or linked websites;

- Use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the Website, or any of the Content, without our prior written permission; • Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website; • Reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;

- Use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity; • Engage in any kind of illegal, criminal or tortious activity through the use of the Website, including infringement of any third party intellectual property rights (including without limitation copyright, trade marks, patent, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug dealing, gambling, harassment, stalking, spamming, hacking, sending of viruses or other harmful files, or illegal posting of computer passwords or computer code;

- Attempt to obtain unauthorised access to this Website or parts of this Website that are not opened to public access; or

- Post or transmit to or via this Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication. • If we issue you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not.

- You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

#### **DISCLAIMER**

- Every reasonable effort to ensure the accuracy of this website has been taken by Indooroopilly • IPM reserves the right to change any concept or any design elements of the shopping centre at any time. In investigating whether or not to lease or occupy premises within the shopping centre, intending lessees or occupiers must make and rely on their own enquiries in relation to, and in evaluation of, the information, predictions, opinions and statements contained in this website.

Property Management Pty Ltd ABN 98 144 809 174 and its agents. At the time of publication (September 2015), the content of this website is accurate to the best of the knowledge of IPM and its appointed agents.



- IPM on its own behalf and on behalf of its agents and the owners of the shopping centre disclaim any liability and responsibility for any loss, damage or claim of whatever nature or kind (including negligence) suffered, sustained or incurred by any person, corporation or other legal entity which arises out of any alleged reliance on the content of this website.

## **INDEMNITY**

- You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website, your breach of these Terms of Use, or your breach of any rights of third parties.

### **• Warranties and disclaimers**

- The Content and this Website are provided “as is” and “as available”. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement. We do not warrant that this Website or the server that operates it is free from viruses or other corrupted materials or occasional outages or disruption to service which prevent you from accessing this Website or that use of this Website will be compatible with the hardware and software you are using to access it. You assume the entire cost of all necessary servicing, repair, or correction. We do not warrant or make any representations regarding the use or the results of the use of the Content or this Website in terms of their correctness, accuracy, reliability, or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. • We reserve the right to make any change to the Content without notice. We may also make improvements or changes in the products or programs described in the Content at any time without notice. For example, changes in circumstances after the date of publication may impact upon the accuracy of the Content.

- The Content may contain general information about our products and services. Unless expressly stated otherwise, the Content does not: • Constitute an offer or inducement to enter into a legally binding contract;

- Form part of the terms and conditions for our products and services;

- Purport to provide you with personal financial or investment advice of any kind; or Take account of your particular financial position or requirements.

- The Website may include information about stocks and their prices. The information made available on stock prices on the Website does not reflect the current or “real time” price of the stock. Images and diagrams on this Website are intended to be a visual aid only and do not necessarily accurately depict the object described.

- Your use of this Website including all Content, data or software distributed by, downloaded or accessed from or through this Website is at your own risk. Before taking or refraining from any action in reliance on the Content or this Website, 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 this Website.

### **Limitation of liability**

- Subject to any responsibilities implied by law and which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or this Website (or material accessed via this Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms of Use, under any law are hereby excluded.
- If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible. For example, under the Trade Practices Act 1974 in Australia, our liability for any breach of a condition or warranty that is implied by law and cannot be excluded is limited to the extent possible to us doing any one or more of the following (at our election): Resupplying goods or services to you or supplying equivalent goods;
- Repairing the goods; or
- Paying the cost of having the goods or services resupplied or goods repaired.
- Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the Trade Practices Act or any other legislation which may not be excluded, restricted or modified by agreement.

### **Termination and suspension**

We reserve the right, without notice and at our sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website at any time. For example, if your server is involved in any attack on any computer system, either with or without your knowledge or complicity, that server may be blocked or its access to the Website may be shut down or restricted while the problem is being investigated or fixed. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

#### **Severability**

- If any parts of these Terms of Use are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms of Use and it will not affect the validity and enforceability of the remaining provisions.
- Waiver
- No waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

### **Currency**

A reference to “\$” or “dollars” throughout this Website is a reference to Australian currency, unless stated otherwise.

**Applicable law**

These Terms of Use are governed by and construed in accordance with the laws Queensland, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of Queensland, Australia.