

## **CHARTER HALL WEBSITE DATABASE REGISTRATION**

### **TERMS AND CONDITIONS**

1. Registration on this website's database is deemed acceptance of the terms and conditions set out below (Terms and Conditions).

### **BACKGROUND INFORMATION**

2. The Charter Hall database is promoted by Charter Hall Real Estate Management Services Pty Ltd ABN 84 119 898 038 of Level 11, 333 George Street, Sydney NSW 2000 (the Promoter).

### **HOW TO ENTER**

3. To be eligible to register, entrants must visit a Participating Charter Hall Shopping Centre's website and subscribe to become a Charter Hall Shopping Centre member.

4. The Promoter will have access to the details of the entrant's full name, residential address, current and valid email address, gender, date of birth, and contact telephone number, as provided to the Promoter in the entrant's membership application.

### **CONDITIONS OF ENTRY**

5. All entrants will be subject to, and agree to adhere to, the terms and conditions set out by the Participating Charter Hall Shopping Centres and any future terms and conditions or alterations to these Terms and Conditions.

6. No spend is required to register.

7. All entrants must be 18 years or over to register. Those entrants who are under the age of 18 years will be deemed invalid.

8. The Promoter reserves the right, at any time, to verify the validity of registrations (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.

9. Entrants can only enter in their own name.

### **PERSONAL INFORMATION**

10. By registering with Charter Hall, each entrant consents to the disclosure of personal information they have submitted in registering. Any personal information disclosed to Charter Hall Real Estate Management Services Pty Ltd can be added to and used for databases and future mail outs or emails of a promotional nature only. All registrations and any copyright subsisting in the registration become and remain the property of the Promoter. By participating, each entrant acknowledges and agrees that the Promoter collects and may use personal information about entrants for the purposes of:

a) Enabling the Promoter to use the information to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future; and

11. The Promoter may share entrants' personal information with its Australian related companies may contact entrants with special offers in this way.

12. By entering the Promotion, each entrant agrees that the Promoter may use entrants' personal information in the manner noted in these Terms and Conditions and in accordance with Charter Hall's Privacy Policy. A copy of Charter Hall's Privacy Policy may be obtained by contacting the Promoter, by viewing <http://www.charterhall.com.au/Privacy> or at Participating Charter Hall Shopping Centre websites. Charter Hall's Privacy Policy may be updated from time to time so it is recommended that entrants review the Charter Hall website on a regular basis.

13. Entrants can gain access to, update or correct any personal information by contacting the Promoter. All personal information will be stored on a database owned by the Promoter. Entrants can request to be unsubscribed or removed from such database at any time by contacting the Promoter.

#### **LIABILITY**

14. The Promoter (including its related entities) and its respective officers, employees, contractors and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential economic loss) or for any personal injury suffered or sustained as a result of the Promotion except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

15. The Promoter reserves the right to disqualify any entrant who tampers with the entry/registration process or engages in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of the Promotion.

16. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to the approval of applicable statutory and gaming authorities where required.

17. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.

18. If all or any part of any term or condition contained in these Terms and Conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Terms and Conditions and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision appearing had not been inserted herein.

For further information regarding the Terms and Conditions, please contact Charter Hall Real Estate Management Services Pty Ltd on 02 8295 1210.