

Waurm Ponds Shopping Centre Kids Club Terms and Conditions

How to Join the Kids Club

1. To become a member of the Kids Club, a Caregiver must:
 - a) fully complete a Kids Club application form available at www.waurmpondssc.com.au;
 - b) check the box within the on-line Kids Club application form to confirm that the Caregiver agrees to the Terms and Conditions below; and
 - c) lodge the completed Kids Club application form electronically at www.waurmpondssc.com.au.
2. Upon receipt and processing of the Kids Club application form, the Member's details will be included in the Kids Club database maintained by the Centre and the email address provided on the Kids Club application form will be added to the Kids Club email distribution list.

Eligibility to Join the Kids Club

3. To be eligible to join the Kids Club, a Member must:
 - a) be a resident of Victoria;
 - b) be 12 years of age or younger; and
 - c) have the consent of their parent or guardian to join the Kids Club.

Other General Terms and Conditions

4. The Caregiver acknowledges and agrees that all decisions pertaining to the membership of the Kids Club rest solely with the Centre and its decision is final.
5. The Centre gives no warranty as to the continuing availability of the Kids Club or any discount, special offer or promotion in connection with the Kids Club and may, in its absolute discretion, at any time cancel, vary or limit availability of the Kids Club or any discount, special offer or promotion in connection with the Kids Club in whole or in part upon reasonable notice.
6. The Centre & Owner Entities accept no liability whatsoever for any loss, damage or injury whatsoever that may arise in any way from the use of any gift, product or other item distributed from time to time by the Centre to members of the Kids Club or the conduct of any promotion, event or activity in connection with the Kids Club.
7. The Caregiver indemnifies and keeps indemnified the Centre & Owner Entities against all claims, losses, damages, costs and expenses reasonably or lawfully made, suffered or incurred by the Centre & Owner Entities arising out of the Member's membership of the Kids Club or any promotion, event or activity in connection with the Kids Club.

Privacy

8. Under the Privacy Act 1998 (Cth), the Centre must tell the Caregiver when it collects personal information about the Caregiver or the Member and how it plans to use it. If a Caregiver submits a Kids Club application form, the Caregiver will be required to provide the Centre with personal information about themselves and the Member, such as the Caregiver's name, address, telephone number and email address and the Member's name, gender and age.
9. The Centre will collect and use the personal information which the Caregiver has provided for the purposes of administering the Kids Club and carrying out marketing and promotional

activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to the Caregiver and/or the Member about competitions, promotional events and Kids Club events (whether or not undertaken by or about the Centre or any other person or organisation) and supplying the information to contractors which assist the Centre to do this.

9. By submitting a Kids Club application form, the Caregiver consents to the collection and use of his or her information and the information of the Caregiver and the Member in the manner outlined in these Terms and Conditions.
10. If the Caregiver would prefer that the Centre does not use the Caregiver's or Member's details in the way outlined in these Terms and Conditions and/or retain their details, the Caregiver should contact the Centre on (03) 5244 2580.
11. The Caregiver has the right to access most personal information which the Centre holds about the Caregiver and the Member. A Caregiver may contact the Centre on (03) 5244 2580 to ask for access to the Caregiver's or Member's information, or if the Caregiver has a complaint concerning the Caregiver's or Member's information privacy. The Centre may deny the Caregiver's request for access in some circumstances. If the Centre does this, it will tell the Caregiver why.
12. If a Caregiver considers that any information that the Centre holds about the Caregiver is inaccurate or if at any time the Caregiver's details change, the Caregiver may contact the Centre on (03) 5244 2580 and the Centre will take reasonable steps to ensure that such information is corrected.
13. The Centre will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.

Definitions

In these Terms and Conditions:

- "Caregiver" means the parent or legal guardian of the Member.
- "the Centre" means Waurm Ponds Shopping Centre, located at 173-199 Pioneer Rd, Waurm Ponds VIC 3216.
- "Kids Club" means the Waurm Ponds Shopping Centre Kids Club.
- "Member" means the child who proposes to become a member of the Kids Club.
- "Owner Entities" means the Centre Asset Management company (Savills (Vic) Pty Ltd, the Owner (Australian Unity), all associated companies, advisors and agencies and all those entities' personnel.