

## Waurm Ponds Shopping Centre Online Member Terms and Conditions

### How to Join the Waurm Ponds Shopping Centre On-line Member List

1. To become an on-line member:
  - a) fully complete the on-line application form available at [www.waurmpondssc.com.au](http://www.waurmpondssc.com.au);
  - b) check the box within the on-line member application form to confirm that the customer agrees to the Terms and Conditions below; and
  - c) lodge the completed on-line application form electronically at [www.waurmpondssc.com.au](http://www.waurmpondssc.com.au).
2. Upon receipt and processing of the on-line application form, the Member's details will be included in the Waurm Ponds Shopping Centre on-line database maintained by the Centre and the email address provided on the Member application form will be added to the E-Letter distribution list.

### Eligibility to Join

3. To be eligible to become an on-line member, the customer must:
  - a) be a resident of Victoria;
  - b) be 16 years of age or older; and

### Other General Terms and Conditions

4. The customer acknowledges and agrees that all decisions pertaining to Waurm Ponds Shopping Centre on-line membership rests solely with the Centre and its decision is final.
5. The Centre gives no warranty as to the continuing availability of the Waurm Ponds Shopping Centre on-line membership or any discount, special offer or promotion in connection with on-line membership and may, in its absolute discretion, at any time cancel, vary or limit availability of on-line membership or any discount, special offer or promotion in connection with E-Letters distributed as part of on-line membership 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 on-line members or the conduct of any promotion, event or activity in connection with on-line membership.
7. The customer 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 on-line membership or any promotion, event or activity in connection with the on-line membership.

### Privacy

8. Under the Privacy Act 1998 (Cth), the Centre must tell the Member when it collects personal information about the Member and how it plans to use it. If a customer submits an application form, the customer will be required to provide the Centre with personal information about themselves such as the customer's name, address, telephone number and email address.

9. The Centre will collect and use the personal information which the customer has provided for the purposes of administering on-line membership and carrying out marketing and promotional activities including, without limitation, sending newsletters or publications and/or other marketing and promotional material to Members about competitions, promotional events and other activities (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 an on-line membership application form, the customer consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
10. If the customer would prefer that the Centre does not use their Member details in the way outlined in these Terms and Conditions and/or retain their details, the customer should contact the Centre on (03) 5244 2580.
11. The customer has the right to access most personal information which the Centre holds about them. Members may contact the Centre on (03) 5244 2580 to ask for access to their own information, or if the Member has a complaint concerning their information privacy. The Centre may deny the Member's request for access in some circumstances. If the Centre does this, it will tell the Member why.
12. If a Member considers that any information that the Centre holds about the Member is inaccurate or if at any time the Member's details change, the Member 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:

- "Customer" means the person seeking Membership.
- "the Centre" means Waurm Ponds Shopping Centre, located at 173-199 Pioneer Rd, Waurm Ponds VIC 3216.
- "the Member" means the customer who has intends to submit or has submitted an on-line membership application form .
- "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.