

Castle Towers –Membership Terms and Conditions

The Owner of Castle Mall Shopping Centre (**Centre**) located at 4-16 Terminus Street, Castle Hill NSW 2154 is QIC Limited (ACN 130 539 123) as trustee for QIC Castle Towers Trust (**QIC**).

General Terms & Conditions

1. Each person who registers as a member (**Member**) of the Centre's online membership program (**Membership Program**) agrees to be bound by these Terms and Conditions.
2. To be eligible to register as a Member of the Membership Program, a person must:
 - a. be at least 13 years of age; and
 - b. where a person is less than 18 years of age, have the consent of their parent or guardian to register as a Member of the Membership Program.
3. Membership of the Membership Program is free.
4. Each Member is responsible for keeping their registration details, including postal and email addresses, up to date. Failure to do so may result in that Member not receiving promotional offers or other Membership benefits, or suspension of the Member's Membership Program account. Members may update their registration details by logging into their Membership Account or by emailing the Centre's customer service desk at the email address listed on the Centre's website.
5. QIC may make promotional offers available to Members from time to time (including offers by third parties). QIC in its sole discretion will determine what and how many promotional offers are made available to Members and makes no representation or warranty as to the timing, number, nature or availability of any promotional offers.
6. Promotional offers will be offered and redeemable in accordance with the terms and conditions which apply to the relevant promotional offer (which may include, without limitation, validity periods, quotas and/or a requirement to collect a card or voucher from the Customer Service Desk or another location in the Centre to redeem the offer), as advised by QIC from time to time.
7. Promotional offers are subject to change, amendment, withdrawal or cancellation at any time without notice. It is the Member's sole responsibility to confirm with the participating retailer in the Centre or other third party to which a promotional offer relates whether a promotional offer is available in relation to a product or service.
8. When registering as a Member of the Membership Program, a person may be prompted to:
 - a. select 'areas of interest'; and/or
 - b. select whether they are a visitor to the Centre (**Visitor**); and/or
 - c. select whether or not they wish to receive a free advance copy of a seasonal magazine (**Magazine**) distributed by the Centre.
9. QIC may, but is not obliged to:
 - a. distribute promotional offers to a Member including in relation to the areas of interest selected by that Member upon registering for the Membership Program; and/or
 - b. distribute promotional offers to Visitors; and/or
 - c. distribute the Magazine and/or any other Centre publications to a Member.
10. Each Member acknowledges and agrees that all decisions pertaining to the Membership Program rest solely with QIC and its decision is final.
11. QIC gives no representation or warranty as to the continuing availability of the Membership Program.
12. QIC reserves the right, in its absolute discretion:
 - a. to change or amend these Terms and Conditions;
 - b. to change or amend, withdraw or cancel any promotional offer or any other benefit under the Membership Program in whole or in part without prior notice;

- c. to exclude a Member from the Membership Program or cancel a Member's membership for any reason without prior notice (including if the Member fails to comply with these Terms and Conditions or supplies incorrect or misleading information); and
 - d. to modify, suspend, terminate or cancel the Membership Program in whole or in part without prior notice.
- 13. Members will be taken to have received notice of any changes to these Terms and Conditions or to the Membership Program if QIC posts details of the changes or revised Terms and Conditions on the Centre's website, and continued participation by the Member in the Membership Program will be deemed acceptance by the Member of the changes or revisions. If QIC suspends, terminates or cancels the Membership Program, notice will be given to the Members by email.
- 14. Members may elect to cancel their membership of the Membership Program at any time by notifying QIC in writing or by emailing the Centre's customer service desk at the email address listed on the Centre's website.
- 15. Any Member whose membership is cancelled by QIC, or who elects to cancel their membership, will no longer have access to promotional offers or any other related benefits of the Membership Program.
- 16. To the extent permitted by law, QIC is not liable for any loss or damage suffered by a Member resulting from the amendment, withdrawal or cancellation of any promotional offer or other benefit of the Membership Program in whole or in part, the exclusion or cancellation of a Member or a membership from the Membership Program or the modification, suspension, termination or cancellation of the Membership Program in whole or in part.
- 17. QIC, all associated companies, advisors, agencies and related bodies corporate (including their respective directors, employees, agents and consultants) (**QIC Entities**) accept no liability whatsoever for any delays, disruption, omissions, errors, costs, expenses, loss, damage or injury whatsoever that may arise in any way from the Member's participation in the Membership Program (including, but not limited to, the Member's redemption or use of any promotional offer).
- 18. Each Member indemnifies and keeps indemnified the QIC Entities against all claims, losses, damages, costs and expenses made against, suffered by or incurred by the QIC Entities arising out of the Member's participation in the Membership Program (including, but not limited to, the Member's redemption or use of any promotional offer).
- 19. The Terms and Conditions of the Membership Program are governed by and will be construed in accordance with the laws of the State or Territory in which the Centre is situated, irrespective of where the application for membership has been completed and submitted by the Member. Any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or the Membership Program, unless otherwise agreed to by QIC, must be instituted and carried on only in the appropriate Court (or Tribunal) in the State or Territory in which the Centre is situated.
- 20. Nothing in these Terms and Conditions affects any rights a Member may have which may not be excluded under any statute including, without limitation, the Competition and Consumer Act 2010 (Cth).
- 21. Each part of these Terms and Conditions operates to the maximum extent permitted by law. Any part of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction only to the extent of the prohibition or unenforceability. That does not invalidate the remaining content in these Terms and Conditions nor affect the validity or enforceability of that part of the Terms and Conditions in any other jurisdiction.
- 22. Any tax, liability or duty arising from a Member's participation in the Membership Program is the responsibility of that Member.

Privacy

- 1. QIC collects personal information of Members of the Membership Program (eg name, gender, date of birth, email, address, phone number).

2. By registering to become a Member of the Membership Program, the Member consents to QIC using and/or disclosing the Member's personal information for the following purposes (**Purposes**):
 - a. administering the Membership Program (including to contact the Member in relation to the Membership Program by phone, email or post);
 - b. carrying out activities associated with the Membership Program; and
 - c. direct marketing activities (e.g promotional activities, distribution of e-newsletters and other publications to the Member, distribution of advertising to the Member (including third party advertising content) and sending mobile push notifications and other communications to the Member, including information sent by or on behalf of QIC's business partners that QIC considers the Member may find interesting.
3. QIC may disclose personal information of the Member to other entities in connection with the Purposes, including to its agents, contractors, service providers and other selected organisations that provide promotional offers or other products, services or events and which may use the personal information to inform the Member about such products, services or events.
4. Members may access and update their personal information, or opt-out of receiving direct marketing communications, by logging into their Membership Account or by emailing the Centre's customer service desk at the email address listed on the Centre's website.
5. To help improve, customise and optimise a Member's user experience and for site administration purposes, QIC may use "cookies" or other available technology to learn more about user action on the Centre's website, to remember a Member's preferences, to help authenticate Members and to collect information about Members' use of the Centre's website in order to present advertising tailored to a Member. Cookies are small files that store information on your computer, mobile phone or other device. They enable the entity to put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. QIC may also use cookies to enable it to collect data that may include personal information and any such personal information will be handled in the same way as QIC handles all other personal information as described in QIC's Privacy Policy.
6. Members can disable cookies through their internet browser but the Centre website may not work as intended for a Member if it does so.
7. All personal information provided by Members, access to personal information (including seeking correction of personal information) and handling of complaints is managed under the QIC Privacy Policy. The QIC Privacy Policy contains information about how Members may complain about a breach of the Australian Privacy Principles. View the QIC Privacy Policy [here](#).