

Online Ticketless System and Online Portal Terms and Conditions

1. In these Terms and Conditions:
 - a. **“Account”** means a customer account for Ticketless Parking created via the Online Portal;
 - b. **“Car Park”** means the car park located at the Centre;
 - c. **“Centre”** means Birkenhead Point, Drummoyne;
 - d. **“Manager”** means the entity that is responsible for operating the Car Park, which as at the date of these Terms and Conditions is **Point Parking Pty Ltd (ACN 160 943 911)**.
 - e. **“Ticketless Parking”** means the online portal system for the Car Park which allows for automated payment for parking via credit or debit cards connected to Accounts;
 - f. **Online Portal** means the online portal used to establish and update Accounts for Ticketless Parking (available at www.birkenheadpoint.com.au);
 - g. **“Vehicle”** means a vehicle that is linked to an Account;
 - h. **“You”** and **“Your”** refers to any person using Ticketless Parking and the Online Portal; and
 - i. **“We”, “Us”** and **“Our”** refer to refers to the owner(s) of the Centre and any manager of the Centre from time to time which at the date of these Terms and Conditions is Mirvac Real Estate Pty Limited ACN 003 342 452 and includes their related bodies corporate, employees, contractors and agents.
2. These Terms and Conditions, together with the policies, notices and disclaimers referred to below, form the agreement between You and Us regarding access to and the use of Ticketless Parking and Online Portal.
3. When using the Car Park, You will be bound by the Car Park Conditions of Entry (which may be altered or updated from time to time) and displayed at all property entrances (a copy of which is available at www.birkenheadpoint.com.au/centre-info/parking-information)
4. Together with any other signage at the Car Park or directions given by Us or the Manager whilst You are using the Car Park.
5. We may at Our absolute discretion amend, vary, or replace these Terms and Conditions at any time (effective immediately) by posting any amendments, variations or replacement terms and conditions on the Online Portal. You will be bound by the amended, varied or replaced terms and conditions until you close your Account. We recommend you check the Online Portal from time to time to see if these Terms and Conditions have changed.

Registering an account

6. To use Our online Ticketless Parking system, You must create an Account via Our Online Portal. By creating an Account, you accept these Terms and Conditions and any variations hereto.
7. We may, in Our absolute discretion, reject, suspend or cancel an Account. We may also change the Account requirements from time to time in Our discretion.
8. Without limiting the above, 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 to Us,

We may suspend or terminate Your access to Ticketless Parking and the Online Portal or any part or feature of it.

9. If You wish to be recognised as a retail staff parker, then You must select '**I am a retail staff member**' check box option when using the Online Portal. You will then be required to provide the store name, store manager and Your employment type within the fields provided. Once Your employment information has been verified by Us, Your account will be updated. In order to receive the retail staff parking fee, You must park within the allocated area assigned by Us.
10. We will collect personal information when creating an Account. The types of information We may collect include Your name, address, phone number, email address, Vehicle registration and license plate information and credit or debit card details, and any other personal information You provide to Us through the Online Portal. If You do not provide Your personal information to Us, You may not be able to access Our Ticketless Parking System and Online Portal. Additional information about Our collection, use and disclosure of Your personal information is set out below.

Payments, fees and charges

11. Ticketless Parking uses license plate recognition to capture and record the time of entry of the Vehicle.
12. Fees and charges may apply to your use of Ticketless Parking 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 at www.birkenheadpoint.com.au (which may be altered or updated from time to time) and/or as notified by the Centre in writing at any time.
13. When creating an Account, You may choose to register a debit or credit card. If You register a debit or credit card, this card will be used to pay the fees and charges in connection with the Vehicle's use of the Car Park. If You choose the Prepaid payment option, You must pay to Your Account a minimum initial balance of \$40 when first activated. Your account balance can be maintained via

automatic or manual top ups. Should Your Account have insufficient funds to cover any fee or charge due in connection with the Vehicle's use of the Carpark then the Account will be suspended requiring You to pay the casual parking fee at any pay station. Alternatively, if You do not register a debit or credit card, You can select 'Pay in Centre' where You can pay at any of the Automatic Pay Machines at the Centre.

14. You are responsible for notifying Us of Your qualification for any discounts You may be entitled to (including disability parking and staff parking as applicable). Such notification must be provided in person at the Centre. Any discounts that You may be entitled to (including retail staff parking, disability parking, or shopping validations) that You have notified Us to be applied to your Account will be applied at the time of payment on the credit or debit 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).
15. Each time the Vehicle enters and/or exits the Car Park You authorise Us to debit from Your credit or debit card the applicable charges and fees.
16. You must pay all fees and charges in connection with the Vehicle's use of the Car Park, including where persons other than You use the Vehicle in the Car Park, and You authorise Us to debit from the credit or debit card all such amounts.
17. If a Vehicle is changed or stolen You must notify us immediately. You are liable for any fees and charges incurred in respect of a Vehicle using the Car Park until You notify Us. We will endeavour to have the Vehicle deactivated from Your Account as soon as reasonably practicable after notification.

Credit and debit cards and statements

18. By providing Your credit or debit card details you:
 - a. warrant that You are the holder of the credit or debit card and are authorised to use it; and
 - b. authorise Us to debit the credit or debit card for all fees and charges associated with Your use of the Car Park as specified under these Terms and Conditions.
19. You must ensure there are sufficient clear funds/credit available in any credit or debit card to meet Your payment obligations under these Terms and Conditions.
20. If there is insufficient credit available in a credit or debit card to meet Your payment obligations under these Terms and Conditions, or Your credit or debit card is declined, You may be charged fees and charges and/or interest by both Your financial institution and by the Centre, and Your Account may be suspended.
21. You must notify Us immediately if the credit or debit card expires, is cancelled, suspended or is otherwise not useable. In these circumstances We may suspend

your Account unless You have provided Us with details of the alternative credit or debit card.

22. If We incorrectly credit an amount to Your credit or debit card You authorise Us to recover the amount from Your credit or debit card as a charge under these Terms and Conditions.
23. You may view and amend Your Account at any time by logging onto the Online Portal.
24. If You believe that fees or charges have been incorrectly debited from your debit or credit card, please notify the Manager at birkenheadpoint@pointparking.com.au.
25. Your payment statement for Your Account will be available through the Online Portal.

26. Closing an account

27. You may notify Us that you wish to close Your Account through the Online Portal and paying any outstanding balance.
28. We will process any final payment from Your Account and then:
 - a. if there is money owing to Your Account, We will collect this from You by debiting the credit or debit card the outstanding amount; or
 - b. if there is any credit balance in Your Account We will return this to You a reasonable time after receiving notification from You to close Your Account by crediting the credit or debit card with the credit balance, before closing Your Account.

Collection of personal information

29. We will collect personal information when creating an Account. If You do not provide us with the requested personal information You may not be able to establish an Account.

Use of personal information

30. By providing Your personal information to Us through the Online Portal, You agree that We may use Your personal information to:
 - a. manage, operate and administer the Car Park;
 - b. process payments from You for Your use of the Car Park;
 - c. contact You about Your use of the Car Park, Your Account, the Online Portal or payments made through the Online Portal;

- d. provide you with marketing or promotional materials from Mirvac regarding its products and services; and
- e. conduct market research and other data analysis regarding the Car Park.

31. We may also use Your personal information in accordance with Our Privacy Policy, available at <https://www.mirvac.com/Privacy-Policy>.

Credit or debit card information

32. If You provide Your credit or debit card details to Us using the Online Portal, Your credit or debit card information will be held and stored in cloud-based servers operated by Our third party payment processor which may be located outside of Australia.

33. Your credit or debit card details are stored in a database owned and managed by a third party payment processor engaged by the Manager who provides secure on line payments through the Online Portal and are used for the purposes of:

- a. processing payment for Car Park charges as set out in these Terms and Conditions; and
- b. storing your credit or debit card details for future use.

34. We take reasonable steps to ensure that the third party payment process will comply with Australian privacy laws, including for the secure storage of information.

35. You can manage Your credit or debit card information by accessing it in the Online Portal.

Disclosure of personal information

36. We may disclose Your personal information to:

- a. the Manager and Our related companies for purposes of managing and operating the Car Park and Ticketless Parking;
- b. third party service providers who assist Us with information technology systems, cloud-based services, payment processing, Car Park management, call centre and mailhouse services, advisory services (such as auditors, insurers, accounting and legal advisors), security and other third parties involved with operation or management of the Online Portal, the Car Park or Ticketless Parking;
- c. regulatory bodies, governmental agencies and law enforcement bodies; and
- d. other parties as required by law.

37. We do not typically disclose personal information outside of Australia. However, We may disclose personal information to the Manager and Our related companies

and their employees outside Australia where transferring the personal information is required to properly and efficiently manage and operate the Car Park and the Centre.

Direct marketing

38. If You elect in the Online Portal to receive direct marketing communications from Us, We and Our related companies may use Your personal information to send You information about offers, promotions, events, Car Park facilities and Our other facilities and services.
39. You can opt out of receiving direct marketing communications from Us at any time by unsubscribing to our communications by clicking on the 'unsubscribe' link in Our email communications to You.

Handling Your personal information

40. We handle Your personal information in accordance with Our Privacy Policy, available at <https://www.mirvac.com/Privacy-Policy>. Our Privacy Policy includes more information about the collection, use, disclosure and security of Your personal information. The Privacy Policy includes information about how You may request access to, and correction of, personal information We hold about You. It also includes information about how You may make a complaint about how Your personal information has been handled.
41. You may also update Your details at any time by logging on to your Account.

Limitation of liability

42. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under any similar consumer protection laws applicable in New South Wales.
43. To the fullest extent permitted by law, and subject to clause 41 above, neither We nor the Manager will be liable or responsible to You for, and You release Us and the Manager from and indemnify us against:
- a. any loss, damage, liability or claim including but not limited to loss, damage or corruption of data or records, loss of opportunity, revenue, profit, goodwill anticipated savings, or other economic loss, liability, expense, costs or damage; or
 - b. any indirect, consequential or economic loss or loss of profits, or incidental or punitive damages,

however arising, suffered by You under or in connection with, in connection with Ticketless Parking, the Online Portal, 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.

General

44. We may assign novate or otherwise deal with any of our rights or obligations under these Terms or Conditions without your consent.

45. A failure by Us to exercise, or any delay in exercising, any right, power, privilege or remedy under these Terms and Conditions will not impair such right, power, privilege or remedy, or operate as a waiver thereof, in whole or in part.

46. You represents, warrants and undertakes to Us that:

- a. You have the power, capacity and authority to enter into and observe Your obligations under these Terms and Conditions; and
- b. the information You provide to Us when creating an Account is true and correct.

47. These Terms and Conditions governed by, and must be construed in accordance with, the laws of New South Wales and You submit to the non-exclusive jurisdiction of the courts of New South Wales.

Contact us

48. Enquires can be made via the Manager at birkenheadpoint@pointparking.com.au or call **1300 55 11 31**.