

## **Harbour Town VIP Program Terms and Conditions**

1. The Harbour Town VIP Program is operated by the Harbour Town Centre Management Pty Ltd (HTCM) (ABN 21 001 302 610) PO Box 6, Export Park, Adelaide Airport, SA, 5950. Participation in the Harbour Town VIP Program indicates agreement to be bound by its Terms and Conditions as detailed below.
2. Only individuals may be members of the Harbour Town VIP Program (“Eligible Entrant”). To complete registration in the Harbour Town VIP Program, a member must complete the registration form available at any Harbour Town Customer Service lounge or online at <http://www.harbourtown.com.au/vip.html>.
3. A member's first name, surname, email and postal address are required when completing the registration form. These details will be held on a database maintained by Harbour Town, or a service provider engaged by Harbour Town. This information allows us to contact you with special offers and discounts for the program. Harbour Town never sells personal or anonymous information to third parties. Harbour Town may disclose personal information to third party service providers, but has business arrangements with those service providers which provide for complete confidentiality. Under no circumstances will member information be made available to any other parties or used for any other purpose unless required by law. Harbour Town's Privacy policy can be viewed at <http://www.harbourtown.com.au/general/privacy-policy.html>
4. Entry to the VIP program is open to metropolitan residents of Adelaide, Gold Coast, Melbourne and Perth, Australia. There is no age restriction to join the Harbour Town VIP Program. Employees of, or contractors to, the Promoter or any of the Promoter's contractors or agencies involved with the program or the immediate family of such people are ineligible for this program.
5. Membership to the Harbour Town VIP Program is free.
6. Each member on electing to receive the Harbour Town VIP Program email newsletter consents to Harbour Town using his or her personal information to operate and provide the member with membership benefits of the Harbour Town VIP Program and to send him or her marketing and promotional communications, including VIP offers. Each member also consents to Harbour Town using his or

her personal information to assist in planning, developing and researching product and service offerings involving Harbour Town.

7. Members must keep their registration details, including postal and/or email address up to date. Failure to do so may result in suspension of the member's Harbour Town VIP Program registration. The Harbour Town VIP member discounts will continue to be available, but the member may miss out on VIP Offers communicated to Harbour Town VIP Program members. To amend your personal details please complete the contact us form on <http://www.harbourtown.com.au/contact-us.html> or visit the Customer Service area at Harbour Town.
8. All Harbour Town VIP Program members are entitled to discount as published in the current participating retailers flyer available from the Harbour Town customer service lounge or on our website. Unless otherwise specified, Harbour Town VIP Program discounts are not available for use with any other offer. VIP offers as published in the participating retailers flyer are subject to change with notice at the discretion of the Promoter (HTCM).
9. A Harbour Town VIP Card will be available for collection from Harbour Town Centre Management at the time of registration. Membership is personal and a VIP Card issued to a member may only be used by that member. The Harbour Town VIP card must be presented at time of purchase to redeem offers. Replacement cards are available at the Harbour Town customer service lounge. There is no charge for replacing lost or stolen cards.
10. The VIP Card is not a credit card, debit card or stored value gift card and is to be used only for purposes associated with the operation of the Harbour Town VIP Program. Harbour Town does not exchange benefits available under the Harbour Town VIP Program for cash. The Harbour Town VIP Program operates exclusively at Harbour Town Centres in Adelaide, Gold Coast, Melbourne and Perth, Australia. Trade purchases are not available for inclusion in the Harbour Town VIP Program. The Harbour Town VIP Program excludes purchases of Harbour Town Gift Cards but includes purchases of products where Harbour Town Gift Cards are redeemed. All VIP Cards remain the property of Harbour Town Centre Management and may be recalled at the discretion of Harbour Town at any time.

11. Any disputes relating to the Harbour Town VIP Program should be raised with Harbour Town as soon as practical. Harbour Town retains absolute discretion in the resolution of all disputes and Harbour Town's decision is final and binding on members.
12. Any tax, liability or duty arising from a member's participation in the Harbour Town VIP Program is the responsibility of the member.
13. Harbour Town reserves the right to change, suspend or terminate these Terms and Conditions, the Harbour Town VIP Program, and any benefits under the Harbour Town VIP Program at any time. Harbour Town will give advance notice of any such circumstance on our website or by communication to the members, allowing each member to cancel its membership within the period of that advance notice. Where Harbour Town changes these Terms and Conditions, the Harbour Town VIP Program, and any benefits under the Harbour Town VIP Program an updated copy of them will be available at the Harbour Town customer service lounge and on the Harbour Town website. Continuing to participate in the Harbour Town VIP Program and use of a member's VIP Card after the period of advance notice has expired will be deemed acceptance of the amended Terms and Conditions.
14. Harbour Town Centre Management and its respective related bodies corporate, officers, employees and agents will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for personal injury suffered or sustained in connection with this program, the promotion of this program or the use of the redeemed offers, except for any liability that cannot be excluded by law.