

WI-FI TERMS OF USE AND PRIVACY TERMS

Welcome to our free Wi-Fi service. You are about to log on to a wireless internet access hotspot provided free of charge by Scentre (New Zealand) Limited NZBN 9429 03813 7518 in conjunction with the owners of the shopping centres managed by Scentre Shopping Centre Management (NZ) Limited NZBN 9429 03815 6342 and its related bodies corporate (Scentre).

By using the Westfield Wi-Fi Service, you accept the following Wi-Fi terms of use and privacy terms, and any modifications that may be made to these terms from time to time. If you do not agree to the terms and conditions you may not use the Westfield Wi-Fi Service.

In the following Wi-Fi and privacy terms:

- "we", "us" and "our" means Scentre (New Zealand) Limited NZBN 9429038137518 in conjunction with the owners of the shopping centres managed by Scentre Shopping Centre Management (NZ) Limited NZBN 9429038156342 and each of their respective related bodies corporate;
- "you" and "your" means the user of the device that connects to the Westfield Wi-Fi Service;
- "Scentre Group" means Scentre NZ Holdings Limited NZBN 9429 03132 5264, Scentre (New Zealand) Limited NZBN 9429 03813 7518, Scentre Shopping Centre Management (NZ) Limited NZBN 9429 03815 6342 and each of their related bodies corporate, and the owners of the New Zealand Westfield Shopping Centres managed by members of the Scentre Group from time to time; and
- "Third Party Provider" means any supplier of ours that is involved in the provision of the Westfield Wi-Fi Service.

If you are not 18 years old or older, you must only accept these Wi-Fi and privacy terms with a parent's or guardian's approval.

Wi-Fi Terms of Use

1. You agree to these terms either by clicking connect to Wi-Fi on the Westfield Wi-Fi Service's initial landing page or by otherwise accessing or using the Westfield Wi-Fi Service.
2. While Scentre Group will use all commercially reasonable endeavours to provide a reliable, stable and secure Wi-Fi service and ensure that the Westfield Wi-Fi Service is generally available, Scentre Group (a) makes no representation that the Westfield Wi-Fi Service (or any associated functions) will be available at all times or will operate at all times without error and (b) expressly disclaims any representations that the Westfield Wi-Fi Service will operate on a continual or error free basis. The Westfield Wi-Fi Service in whole or in part, or particular Westfield Wi-Fi Service functions, may be non-operational at any time for any reason (including because of any planned maintenance or unavailability of any service).
3. The Westfield Wi-Fi Service provides free wireless internet access within Westfield shopping centres. However, the Service is not supplied for the purpose of, and is not

suitable for supporting, any application or use which needs continuous fault free network connectivity and must not be used for business purposes.

4. The Westfield Wi-Fi Service provides unencrypted wireless access to the Internet. You are responsible for the security of your system, device and any transmissions you make or receive and:
 - a. you are liable for all use of the Westfield Wi-Fi Service that occurs in connection with your device, including if you permit another person to use your device or access the Internet via your device;
 - b. you are fully responsible for your activities while using this Westfield Wi-Fi Service (including for any content, information and other materials you access or transmit via the Westfield Wi-Fi Service) and you agree that you bear all risks regarding use of this Wi-Fi Service;
 - c. you acknowledge that you understand the risks of unencrypted access to the Internet, and will take any necessary security precautions, including encrypting confidential transmissions, backing up any data and protecting your system and device with a firewall; and
 - d. you agree that security of your equipment and data, including safeguarding against the risks of hacking, viruses, eavesdropping, and all other such hazards, is your responsibility and not the responsibility of Scentre Group.

5. Scentre Group does not take any responsibility for any user data which traverses the Westfield Wi-Fi Service network. Scentre Group cannot guarantee that your data will not become lost, damaged, or intercepted in transit using this Internet connection and does not take responsibility if you lose an email or a download or any other kind of transmission, or if someone gains access to your passwords, or for any other like circumstances. Accordingly, any information which you transmit using the Westfield Wi-Fi Service, including for example, credit card details or personal information, is transmitted at your own risk and Scentre Group is not responsible while such information is in transit.

6. Other than the measures referred to in clauses 8 and 9, we do not control information transmitted over the Westfield W-Fi Service and you release Scentre Group from any liability arising out of your use of the Westfield W-Fi Service, including the transmission of that information to or from you and your use of it. You acknowledge that:
 - a. the Internet contains a variety of materials and information that may be offensive to you and that you assume full responsibility and risk of use of the Westfield Wi-Fi Service and the Internet; and
 - b. you are solely responsible for your use of the Westfield Wi-Fi Service and for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online.

7. Your activities on the Westfield Wi-Fi Service (including sending, receiving, downloading or printing any material using the Westfield Wi-Fi Service) must not:

- a. introduce any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - b. create any liability (civil or criminal) for Scentre Group or any Third-Party Provider, cause Scentre Group to lose (in whole or in part) the services of our suppliers;
 - c. violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 - d. be defamatory, trade libelous, unlawfully threatening or harassing, or advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence;
 - e. be obscene or contain child pornography;
 - f. infringe any third party's intellectual property rights, including copyright, patent, trademark, trade secret or other proprietary rights;
 - g. impose an unreasonable or disproportionately large load on any systems or infrastructure;
 - h. involve any attempt to access any data or system, service or communication which you are not authorized to access; or
 - i. must not in any way rebroadcast or retransmit the Wi-Fi network using your own devices or other equipment.
8. Scentre Group routinely monitors and logs communications over its networks for security, performance, and other purposes, and Scentre Group may access, monitor, audit, intercept and disclose any such communications, data or information in connection with your use of the Westfield Wi-Fi Service.
9. Scentre Group may make certain Internet services unavailable, and may, in its absolute discretion, revoke your access to the Westfield Wi-Fi Service, at any time and for any reason with or without notice to you. In particular, Scentre Group reserves the right to:
 - a. bar access to the Westfield Wi-Fi Service to anyone who is deemed to be in breach of the terms and conditions, or is behaving in an unsociable manner, or for any other reason;
 - b. block access to any network protocols that are deemed inappropriate by Scentre Group or may contravene these Westfield Wi-Fi Service terms and conditions of use, including but not limited to those used by file sharing applications including any Bit-Torrent type of client or Peer to Peer applications; and
 - c. apply any such traffic shaping as is deemed necessary to provide access to Westfield Wi-Fi Service in a fair and stable manner to all Scentre Group customers.
10. As a complimentary service, the Westfield Wi-Fi service are provided "as-is" and "where-is," without any warranties, express or implied.

11. To the extent permitted by law, Scentre Group nor any Third Party Provider is not liable for any loss or damage of any kind caused or contributed to by your use of the Westfield Wi-Fi Service, including, but without limitation, special, indirect, consequential or incidental loss or damage (including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss), or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if we are expressly advised of the likelihood of such loss or damage. If liability cannot be excluded by law, our liability and the liability of our subsidiaries, officers, directors, employees, and suppliers, to you is limited to NZD\$100.00. If liability cannot be limited or excluded by law, then to the extent permitted by law, Scentre Group's liability is limited to the following:
 - a. if the breach relates to goods, repairing or replacing those goods or paying the cost of having those goods repaired or replaced; and
 - b. if the breach relates to services, resupplying those or equivalent services or paying the cost of having those services resupplied.

12. To the extent permitted by law, you indemnify Scentre Group, its related bodies corporate, directors, officers and employees from any loss or damage of any kind caused or contributed to by your use of the Westfield Wi-Fi Service.

13. Scentre Group reserves the right to alter the terms and conditions stated in this document at any time and for any reason. Continued use of the Westfield Wi-Fi Service by you constitutes your binding acceptance of such revisions, amendments, and modifications. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE WESTFIELD WI-FI SERVICE.

14. If any of these terms is determined to be invalid or unenforceable under any applicable law, the term will be ineffective to the extent of such determination and such invalidation of such part or portion of these terms will not invalidate the remaining portions of these terms and they will continue to, and will remain, in full force and legal effect.

Scentre Group may collect personal information from you, including the type of device you are using to access the Westfield Wi-Fi Service, the time you are accessing the Westfield Wi-Fi Service, the amount of data you download, and your media access control address. Any personal data or other information provided by you will be processed by Scentre Group in accordance with the Wi-Fi Privacy Terms (set out below) and the Scentre Group Privacy Policy available at <https://www.westfield.co.nz/privacy-policy>. By providing any such personal data or other information you agree to the terms of the Wi-Fi Privacy Terms (set out below) and the Scentre Group Privacy Policy available at <https://www.westfield.co.nz/privacy-policy> and in particular you agree that Scentre (New Zealand) Limited or members of the Scentre Group can collect, hold, use and disclose your personal information:

 - a. for the purpose of and incidental to your use of the Westfield Wi-Fi Service;
 - b. to provide to other members of the Scentre Group, its agents, contractors, joint venture and commercial partners, regulatory authorities and any third parties who provide services to us in relation to the Westfield Wi-Fi Service, including gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent use; and

- c. for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may transfer your personal information to others in countries outside Australia and New Zealand.

Wi-Fi Privacy Terms

By accessing the Westfield Wi-Fi Service, you acknowledge and agree that:

1. We will collect your information, such as (but not limited to):
 - a. where devices are able to connect to, or are identifiable by, in-centre infrastructure, we may collect data including usage, location and type of device, from those devices, and other data which users consent to us collecting from time to time;
 - b. the date and time you accessed each page on our websites;
 - c. cookies which track your visits to our web sites;
 - d. the web browser that you are using and the pages you accessed;
 - e. your name, email address and age range, if provided;
 - f. centre arrival and departure time;
 - g. device ID number (MAC address);
 - h. location of your wireless device in-centre;
 - i. length of browsing session; and
 - j. the URL of websites visited.

2. We are collecting this information (and may use or hold this information) for the following purposes:
 - a. for the purposes of and incidental to your use of the Westfield Wi-Fi Service;
 - b. to improve our websites and the Westfield Wi-Fi Service;
 - c. so that we can tell which webpages are the most popular and where shoppers spend most of their time;
 - d. to provide to other members of the Scentre Group, its agents, contractors, service providers, joint venture and commercial partners, regulatory authorities and any third parties who provide services to us in relation to the Westfield Wi-Fi Service, including gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent use; and
 - e. for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may provide this information to Scentre Group's agents, contractors, service providers, joint venture and commercial partners and regulatory authorities, and may transfer your personal information to others in countries outside Australia and New Zealand (including to those that operate our cloud servers and services outside of Australia and New Zealand).

3. Scentre Group may, for an indefinite period, use the information for the purposes set out above and for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or push notifications or telephoning users and for such other purposes as set out in our Privacy Policy, which is available at: <https://www.westfield.co.nz/privacy-policy>

4. If you opt in to receive notifications (for example, in respect of competitions, news, information or offers in respect of goods or services) then you may receive notifications on your device. If you want to opt out from these notifications, visit <https://www.westfield.co.nz/unsubscribe>

5. If you access or log-in to the Westfield Wi-Fi Service, and we hold other personally unidentifiable information that can be associated to you or the device on which you are accessing the Wi-Fi Service (including, but not limited to a device ID number (MAC address)), then that information may be linked with personal information we hold about you as set out in the Wi-Fi Privacy Terms or the Scentre Group Privacy Policy, and will be treated in the same manner as the personal information to which it has been linked.

6. If you do not want to disclose information to us or you do not agree to us collecting, using and disclosing your information as set out in our privacy policy, you are not permitted to join our Wi-Fi network. If you decide not to join our Wi-Fi network, we will not be able to provide you with the free Westfield Wi-Fi Service.

7. More information, including your right to access your information and how Scentre Group stores your information, is set out in Scentre Group's Privacy Policy available at <https://www.westfield.co.nz/privacy-policy>. Upon request, Scentre Group will remove your details from its marketing databases. To request details to be removed, please go to <https://www.westfield.co.nz/unsubscribe> or write to the Scentre Group Privacy Officer, P.O. Box 109-280, Newmarket Auckland 1149, New Zealand. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws.

8. Our Privacy Policy contains details on how you may access and correct your personal information, how you may complain about a breach of your privacy and how we will handle any complaint or request.

9. For more information on our privacy practices, please post to Scentre Group Privacy Officer at P.O. Box 109-280, Newmarket Auckland 1149, New Zealand or at privacy@scentregroup.com or by phone on (+64) 9 978 5050.