

# WESTFIELD TICKETLESS PARKING (NEW ZEALAND) TERMS & CONDITIONS

Current as at 11 November, 2019

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING, OR REQUESTING TO BE REGISTERED, FOR TICKETLESS PARKING AT A WESTFIELD CENTRE IN NEW ZEALAND.**

These Terms and Conditions govern how you as the user (**You, Your or User**) may register, or request to be registered, for a Ticketless Parking profile to use the Ticketless Parking Service at Westfield Car Parks, which are owned and operated by Scentre Shopping Centre Management (NZ) Limited (Co. No. 843321) (**Us, We, Our or Scentre**), and each parties' rights and responsibilities.

**You should carefully read the Terms and Conditions before you register, or request to be registered, for Ticketless Parking. You should also read all other terms that relate to the Ticketless Parking Service before you use it through Your Ticketless Parking profile.**

**If You DO NOT agree to these Terms and Conditions, You must not register for Ticketless Parking.**

## **1. TICKETLESS PARKING PROFILE**

### **1.1. Creation of Your Ticketless Parking profile**

1.1.1. To create a Ticketless Parking profile, You will need to submit Your name, Contact Number and vehicle number plate to Us (**Minimum Requirements**). If You would like to receive written confirmation of your Ticketless Parking profile, You must also provide Us with your email address. You agree to keep and maintain accurate,

complete and up-to-date all information that You provide to Us regarding your Ticketless Parking profile.

1.1.2. Once You create a Ticketless Parking profile, or ask for one to be created, You acknowledge and agree that You have viewed, read, understood and agree to these Terms and Conditions.

1.1.3. You must only create and use a Ticketless Parking profile if You are at least sixteen years of age and for Your own personal, non-commercial use. You agree that You will only create and maintain one Ticketless Parking profile at any given time.

1.1.4. We may decide to change the Minimum Requirements, or accept or reject the creation of a Ticketless Parking profile, at Our discretion at any time and for any reason.

## **1.2. Use of Your Ticketless Parking profile**

1.2.1. You may not assign or otherwise transfer Your Ticketless Parking profile to another party or permit Your Ticketless Parking profile details to be used by or transferred to any other person.

1.2.2. You agree to only using Your Ticketless Parking profile for lawful purposes and that You will not use it to cause nuisance, annoyance or inconvenience to anyone.

## **2. THE TICKETLESS PARKING SERVICE**

### **2.1. General**

2.1.1. You may access the Ticketless Parking Service at any time through your Ticketless Parking profile for Your own personal, non-commercial use.

### **2.2. Ticketless Parking**

#### **2.2.1. Use of Ticketless Parking**

2.2.1.1. In order to use the Ticketless Parking Service through Your Ticketless Parking profile, You will be required to provide your vehicle's number plate to Guest Services when registering. You may add up to two (2) number plates to your Ticketless Parking profile.

2.2.1.2. Once Your number plate has been added to Your Ticketless Parking profile, that number plate will be eligible to receive an applicable parking benefit, even if someone other than You parks the vehicle at the Centre.

2.2.1.3. Each time one of the vehicles linked to Your Ticketless Parking profile enters and/or exits a Car Park, You agree to pay all applicable parking fees at a pay station or exit gate before the vehicle exits. You will otherwise be liable for all applicable parking fees and charges incurred by any vehicle linked to your Ticketless Parking profile, even if someone other than You parks the vehicle at a Car Park.

2.2.1.4. If a vehicle registered against Your Ticketless Parking profile is lost or stolen or sold, you must notify Us so we can remove the vehicle from Your profile immediately. You will be liable for any fees incurred while the vehicle remains linked to Your Ticketless Parking profile.

2.2.1.5. You are not permitted to exit and immediately re-enter the Car Park to avoid paying applicable parking fees. Please refer to the terms and conditions on display at the Centre to check the minimum time period that you must leave the carpark for if you wish to qualify for, and receive, an additional free parking period on any given day.

2.2.1.6. Length and location of any previous visits on a given day may be accumulated to determine any liability for both retail staff and contractor parking rates and standard public parking rates, as applicable, along with any applicable free parking period or any other parking-related benefit.

2.2.1.7. Any free parking periods or other parking-related benefits may or may not be applied by Us where you have breached these Terms and Conditions, or as otherwise as determined by Us in our sole discretion and acting reasonably.

2.2.1.8. In addition to these Terms and Conditions, You agree that your use of the relevant Car Park is subject to any applicable conditions of entry and any other signage displayed in the Car Park from time to time, and directions given by Us whilst you are using the Car Park.

### 2.2.2. Payment

2.2.2.1. You agree that You are liable to pay for Ticketless Parking services consumed using Your Ticketless Parking profile using the payment methods and in the manner advertised in the Centre and / or Car Park.

### 2.2.3. Mobility Parkers

2.2.3.1. You may be entitled to discounted parking rates if You have a valid mobility parking permit. In order to receive these discounts, You must register for a Ticketless Parking profile at the Guest Services desk and show Your valid mobility parking permit. Once this has been verified and Your Ticketless Parking profile updated, You will receive discounted parking rates.

### 2.2.4. Retailer and Contractor Parkers

2.2.4.1. Retail staff and contractors may be entitled to discounted Ticketless Parking rates. In order to receive these parking rates, You must first register for a Ticketless Parking profile at the Guest Services desk and show Your drivers licence and proof of employment (being Your employment contract or recent payslip). Once this has been verified and Your Ticketless Parking profile updated, You will receive discounted parking rates at the relevant Centre.

2.2.4.2. If You are a retail staff parker who is entitled to access the discounted Ticketless Parking rates pursuant to 2.2.4.1, You must park in the designated retail staff parking areas in a vehicle that is linked to Your Ticketless Parking profile. All retail staff parking areas operate on a first in, first served basis and availability is not guaranteed. In the event that retail staff parking areas are full, You are required to either find alternative offsite parking or park in public areas of the Car Park. The designated retail staff parking area may change from time to time (including relocation to off-site locations).

2.2.4.3. If You are a retail staff parker and park in public areas of a Car Park under any circumstances, standard public parking rates will apply. If You are a contractor parker, You can park anywhere in the Car Park and still receive discounted parking.

2.2.4.4. We may vary the retail staff and contractor parking fees at Our discretion by giving You (1) months' notice of the new fee. We may give such notice via email to You at the email address provided to Us in Your Ticketless Parking profile or advertise in-Centre.

2.2.4.5. Retail Staff Parker benefits are not transferable and You must notify Us on of the cessation of Your employment at a Centre.

2.2.4.6. If You have not used Your retail staff parking designation by parking in a retail staff designated area in the Car Park at least once in a period of 60 consecutive days, Your retail staff designation may be suspended until You notify Us of its resumed use and, if required by Us, verify Your employment in accordance with clause 2.2.4.1.

2.2.4.7. Retail staff or contractor parkers engaging in fraudulent activity (as reasonably determined by Us) including "sneak throughs" or "tailgating" and / or using their parker designation for non-work related purposes may have their parker designation cancelled without notice.

#### 2.2.5. Permanent Parkers

If You are a permanent parker, you should refer to Your signed permanent parking agreement for details in relation to fees and additional terms and conditions which specifically apply to You.

### **3. GENERAL**

The following terms apply to Your Ticketless Parking profile and the Ticketless Parking service.

#### **3.1. Definitions**

**3.2.** In these terms, the following definitions apply:

3.2.1. Car Park means a specified location for parking vehicles that is operated by Scentre Group or its designated parking provider;

3.2.2. Centre means a Westfield Centre owned and operated by Scentre Group;

3.2.3. Scentre Group means means the Scentre Shopping Centre Management (NZ) Limited (Co. No. 843321) (the Manager), each of the Manager's related bodies

corporate, each person with whom the Manager or any of its related bodies corporate is in joint venture or partnership, and each entity, trust, partnership or fiduciary arrangement (including each managed investment scheme) of any nature of which the Manager or any of its related bodies corporate has been, is or becomes the trustee, manager or responsible entity including, without limitation, Scentre Group Trust 1, Scentre Group Trust 2 and Scentre Group Trust 3; and

3.2.4. Ticketless Parking means parking services provided by using Your vehicle's number plate for the purposes of collecting payment for the period of time Your vehicle has occupied a parking space at a Car Park.

### **3.3. Termination**

3.3.1. You may close Your Ticketless Parking profile with Us at any time by attending a Guest Services desk at a Centre or sending Us an email and requesting to terminate your Ticketless Parking profile.

3.3.2. We may immediately terminate Your Ticketless Parking profile or cease providing the Service to You if:

3.3.2.1. You have breached these Terms and Conditions or have otherwise used Your Ticketless Parking profile for an illegal or improper purpose; or

3.3.2.2. We determine to cease offering Ticketless Parking or no longer maintain Ticketless Parking profiles for any reason.

### **3.4. Liability and disclaimer**

3.4.1. You are liable for all activities which occur pursuant to Your Ticketless Parking profile and Your consumption of the Ticketless Parking Service. You must notify Us immediately if You become aware of any unauthorised use of Your Ticketless Parking profile.

3.4.2. Except as otherwise set out in these Terms and Conditions or as agreed by Us in writing, to the extent permitted by law, neither party will be liable or responsible for any indirect, consequential or economic loss, or incidental or punitive damages, however arising, suffered by either party under or in connection with Your Ticketless Parking profile or use of the Ticketless Parking Service, or these Terms

and Conditions, except to the extent such loss, damage, liability or claim is directly caused by the non-breaching party's negligent act or omission.

3.4.3. We do not warrant, guarantee or represent that the Ticketless Parking profile or Ticketless Parking will be available on a continuous basis.

3.4.4. You agree to indemnify and hold Us and Our affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees), arising out of or in connection with:

3.4.4.1. Your use of Your Ticketless Parking profile and Ticketless Parking; and

3.4.4.2. Your breach or violation of any of these Terms and Conditions.

3.4.5. The limitations and disclaimer in this clause 3.4, or as otherwise set out in these Terms and Conditions, do not purport to limit liability or alter Your rights as a consumer that cannot be excluded under applicable law.

### **3.5. Privacy and Your Personal Information**

3.5.1. When you create a Ticketless Parking profile, you will provide us with certain information that is classified as Personal Information as defined by the *Privacy Act 1993*. Any Personal Information provided by you will be processed by us in accordance with the Ticketless Parking Privacy Statement (NZ) and Our [Privacy Policy](#).

### **3.6. General**

3.6.1. *Authority:* You represent and warrant that you have full power to enter into and perform your obligations under these Terms and Conditions.

3.6.2. *Compliance with law:* We both agree, at all times, to comply with all applicable laws in New Zealand as they relate to Your Ticketless parking Profile and Ticketless Parking. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any provisions of any legislation which may not be excluded, restricted or modified by agreement.

3.6.3. *Amendments:* We may, in Our absolute discretion amend, vary, or replace these Terms and Conditions at any time (effective immediately) without giving a reason by making any amendments, variations or replacement to these Terms and

Conditions available at Guest Services desks in-Centre or, where you have provided Us with Your email address upon registration, issuing You with such amendments, variations or replacement terms and conditions. You will be bound by the amended, varied or replaced terms and conditions until you close Your Ticketless Parking profile.

3.6.4.*Assignment:* We may assign, novate or otherwise deal with any of our rights or obligations under these Terms and Conditions without obtaining Your consent.

3.6.5.*No Waiver:* If We fail at any time to insist upon strict performance of any of your obligations under these Terms and Conditions, or if We fail to exercise any of the rights or remedies to which We are entitled under these Terms and Conditions, this will not constitute a waiver of such rights or remedies and will not relieve You from compliance with such obligations. A waiver by Us of any default does not constitute a waiver of any subsequent default. No waiver by Us of any of these Terms and Conditions is effective unless it is expressly stated to be a waiver and is communicated to You in writing.

3.6.6.*Governing law:* We both agree to be bound by the laws of New Zealand and to submit to the jurisdiction of courts exercising jurisdiction there.

3.6.7.*Entire Agreement:* These Terms and Conditions and any document or other terms expressly referred to in them represent the entire agreement between you and us relating to Your Ticketless Parking profile and the Ticketless Parking Service and supersede any prior agreement, understanding or arrangement whether oral or in writing.