

**Colonnades Shopping Centre
Local Musician Community Program
Applicant Terms and Conditions**

Who is running the program?	The Promoter is Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) as disclosed agent for the owners of Colonnades Shopping Centre, Melbourne Corporate Office, Level 4, Chadstone Tower One, 1341 Dandenong Road, Chadstone Vic 3148. Phone: 08 8384 2000.
Where will the program run?	The community program will be conducted by Colonnades Shopping Centre at 54 Beach Rd, Noarlunga Centre SA 5168 (the Centre).
Who can apply?	Only South Australian residents aged 12 years or older. If you are under 18, you must get approval from your parent/guardian before you apply.
Application instructions	To apply, applicants must visit www.colonnades.com.au and submit the online application form, including providing a URL link to a live original performance by the applicant (and bandmate companions) (Artist/Band) and all other requested information.
How will applicants be chosen to perform?	A judging panel appointed by the Promoter will review each valid application and will judge the applications based on performance. The Promoter reserves the right, in its absolute discretion, to vary the number of musicians selected, including not to select any musicians to perform. All judging decisions are as determined by the Promoter, in their absolute discretion.
What does the selected musician receive?	Each musician selected receives the opportunity to: <ul style="list-style-type: none"> • The opportunity for the Artist/Band to perform at the Centre, with details such as date, time and duration to be agreed on between the musician and the Promoter (the Performance). As a guide, Artists/Bands will be requested to perform on a Saturday for a 2 – 3 hour duration, which includes breaks as required and as agreed.
How many times can I apply?	There is a limit of one application per Artist/Band. Each application must be submitted separately in accordance with these Terms and Conditions.
How and when will the musicians be informed?	If you are selected as a musician, you will be informed by phone and in writing within two days of the relevant determination.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about how to apply forms part of these Terms and Conditions. By applying, you accept these Terms and Conditions.

Entry

- 2 Your application is deemed to be received only when received by the Promoter's database. If you apply using multiple aliases you may be disqualified.
- 3 Every application, including any video used to apply, must be your original work and not copied.
- 4 The Promoter may copy and amend your application (including the video used to apply) and may use (or allow others to use) your application and any rights in relation to your

application, to publicise this program or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your application or any amended version of it. The Promoter may also decide not to publish an application, to cease publication of an application, or to publish an edited application.

- 5 You warrant that your application does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your application must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).
- 6 You must not include any other person in your video unless they have consented to you submitting it in this program. You must not include any person in your video who is under the age of 18 years unless you have their parent's or guardian's consent and, if the person is aged 13 or above, that person's consent.
- 7 You must ensure your application does not contain any virus, malware or other malicious or inappropriate computer code or material.

Performance

- 8 If a musician is under 18 years old on the date the position is awarded, the musician's parent/guardian accepts these conditions.
- 9 If a musician or companion is under 15 years old on the date of the Performance they must be accompanied by their parent or guardian at all times.
- 10 If all members of the selected Artist/Band cannot attend the Performance on the agreed date and time, the Promoter will not be obliged to provide any other opportunity to perform.
- 11 The opportunity to perform must be taken on the Performance date, and at the time and location agreed with the Promoter. Musicians must make their own way to and from the Centre in order to participate in the Performance. Musicians are responsible for all other costs related to the performance, including any meals, transfer costs, insurance (including excesses) and taxes. The opportunity is subject to any additional conditions specified by the Promoter including any behaviour requirements and applicable dress codes. Any failure by musicians to comply with the conditions imposed by the Promoter may result in the opportunity being cancelled or withdrawn without liability for the Promoter. The Promoter reserves the right, at any time (including before or during a Performance) and for any or no reason, to cancel a Performance. The Promoter will have no liability to Artists/Bands in this regard.
- 12 The Promoter reserves the right to postpone or vary the time and date of a Performance, in their absolute discretion. If a Performance is abandoned, called off or postponed for any reason, the musician and companions forfeit their entitlement to all opportunity elements, unless otherwise specified by the Promoter.

General

- 13 If you are a selected musician, the Artist/Band must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. The Artist/Band consents to the Promoter using your names and images in any promotional or advertising activity.
- 14 Artists/Bands must follow the Promoter's instructions and full Performance rules (which will be provided to the Artists/Bands before or upon arrival at the Performance) including wearing any promotional items as required by the Promoter. Artists/Bands must not engage in unsportsmanlike conduct or interfere with other participants (e.g. by making any contact with or distracting another participant or acting in any manner which the Promoter considers reckless or inappropriate). Artists/Bands must not consume any alcohol at the Performance, before or after performing, and must not use any

performance enhancing device or drug. The Promoter may disqualify any participant who fails to comply with the Promoter's instructions, the Performance rules or these Terms and Conditions.

- 15 Artists/Bands must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the opportunity to perform. If an Artist/Band does not sign, the relevant musician's application will be deemed invalid and they will lose any entitlement to a performance opportunity.
- 16 Musician/s are responsible for their bandmate companion/s and the Promoter may disqualify all applications from, and prohibit further participation in this program by, a musician or their companion/s if they breach these conditions, whether or not legally bound by them.
- 17 If a musician (or any of their companion/s), in the opinion of the Promoter, is intoxicated, under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this program, is contrary to law or is otherwise inappropriate, the Promoter may cancel the performance opportunity or restrict the musician (and their companion/s) from participating in any elements of the performance opportunity, at its discretion.
- 18 If you or your application are deemed by the Promoter to breach these Terms and Conditions including if all members of the selected Artist/Band are unable to participate on the agreed Performance date (or you fail to agree to a Performance date during the time period specified by the Promoter), your application (or at the Promoter's discretion, all of your applications) may be discarded and if you were a selected musician, the position will be awarded to the applicant who submitted the next best valid application that has not already been awarded a performance opportunity. The Promoter may, at any time, require you and your companion/s to produce documentation to establish to the Promoter's satisfaction the validity of your applications (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 19 You must not:
 - (a) tamper with the application process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the program;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities, agencies or companies associated with this program;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 20 The Promoter is not liable for applications or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 21 The Promoter's decision in connection with all aspects of this program is final.
- 22 Performance opportunities cannot be transferred or exchanged. Without limiting any other term of these Terms and Conditions, all performance opportunities must be taken as and when specified or will be forfeited with no replacement. The Promoter is not responsible for any change in performance requirements.
- 23 By participating in this performance opportunity, a w's companion accepts these Terms and Conditions.
- 24 If this program cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised

intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the program or disqualify affected applications/applicants.

- 25 The Promoter is not responsible for any tax implications arising from you participating in this performance opportunity. You should seek independent financial advice. If for GST purposes this program results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 26 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 27 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this program are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this program, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 28 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this program are not liable for any loss of, damage to or delay in delivery of performance opportunity. Performance opportunities will only be delivered to addresses in Australia.
- 29 The Promoter may communicate or advertise this program using Facebook or Instagram. However, the program is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.
- 30 The Promoter has in place public liability insurance arrangements, but does not accept liability nor assume any responsibility for any acts or omissions of buskers regardless of whether or not they are authorised to perform. It is not a mandatory condition of these Terms and Conditions that a busker holds and maintains a public liability insurance policy. However, in certain circumstances, the absence of appropriate insurance coverage may leave a busker open to a personal liability claim in the event that a negligent act leads to third party injury or loss. The Promoter recommends that any musician performing in the Centre should hold a current public liability insurance policy to ensure they are covered whilst performing in the Centre. Applicants will be asked to show proof of any such relevant insurance type policy. If you choose not to have such insurance you and any bandmate companions will be asked to sign a form acknowledging your decline to a personal injury and/or personal accident insurance type policy. If you or a companion do not sign, your application will be deemed invalid and you will lose any entitlement to a performance opportunity.

Collection and use of your personal information

- 31 The information you provide will be used by the Promoter for the purpose of conducting this program. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in conducting this program, storing data or communicating with you. This may include disclosures to organisations outside Australia including in places such as Singapore and the United States. By applying to this program, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding the Centre, including contacting you via electronic messaging. By applying to this program, you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <http://www.vicinity.com.au/privacy-policy> contains

information about how you can seek access to the personal information the Promoter holds about you and seek the correction of such information, how you can complain about a privacy breach and how the Promoter will deal with such a complaint.