



the ENTERTAINMENT
QUARTER™

PARKING PAYMENT ONLINE PORTAL TERMS AND CONDITIONS

INTRODUCTION

This document sets out the terms and conditions of using the Parking Payment Online Portal to pay for parking at the Entertainment Quarter Car Park. The Parking Payment Online Portal allows You to pay for parking on Your mobile device, without attending a payment machine or paying for parking at the exit gate when exiting the car park. You are not required to make a booking to pay for parking on the Parking Payment Online Portal.



1. GENERAL

- 1.1. These terms and conditions, together with the policies, notices and disclaimers referred to below, form an agreement between You and Us regarding access to and use of the Parking Payment Online Portal.
- 1.2. When using the Car Park, You will be bound by the Car Park entry terms and conditions (which may be altered or updated from time to time) displayed at entrances to the Car Park (a copy of which is available at <https://www.wilsonparking.com.au/legal-stuff/wilson-parking-terms/>) together with any other signage at the Car Park or directions given by Us or the Manager whilst You are using the Car Park.
- 1.3. When using the Parking Payment Online Portal, You will be required to use reCAPTCHA to confirm You are a real person and the Google Privacy Policy and Terms of Service will apply.
- 1.4. 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 Parking Payment Online Portal. You will be bound by the amended, varied or replaced terms and conditions each time you use the Parking Payment Online Portal. We recommend You check these terms and conditions posted on the Parking Payment Online Portal each time you use the portal to pay for parking to see if these terms and conditions have changed.
- 1.5. By using the Parking Payment Online Portal, You agree to be bound by these terms and conditions.

2. YOUR PERSONAL INFORMATION

- 2.1. We need to collect personal information from You in order to facilitate your payment, including Your name, phone number, address, email address, Vehicle registration and licence plate information, and credit or debit card information.
- 2.2. When Your Vehicle enters the Car Park, We will capture Your number plate and Vehicle information through number plate recognition cameras, and parking guidance system.
- 2.3. By providing Your personal information to Us through the Parking Payment Online Portal, You agree that We may use Your personal information to:
 - a) capture and record the time of entry of Your Vehicle to determine Your car parking fee;
 - b) process payments from You for Your use of the Car Park;
 - c) contact You about Your use of the Car Park, the Parking Payment Online Portal or payments made through the Parking Payment Online Portal;
 - d) manage and improve the operation of the Centre and the Car Park;
 - e) monitor and analyse high and low demand times for marketing purposes;
 - f) conduct market research and other data analysis; and
 - g) assist security services.
- 2.4. We may use Your personal information to send You information about offers, promotions, events, Car Park facilities and Our other facilities and services at the Centre. 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.
- 2.5. We will treat Your personal information in accordance with Our privacy policy, which can be found at <https://www.entertainmentquarter.com.au/privacy-policy/>.

3. PAYMENT OF FEES AND CHARGES

- 3.1. The fees and charges payable for use of the Car Park (which may be altered or updated from time to time) and any limits or further conditions which may apply to them are specified at <https://www.wilsonparking.com.au/parking-locations/new-south-wales/eastern-suburbs/entertainment-quarter-car-park/?entry=09-12-2023,11:52am&exit=09-12-2023,12:52pm&carParkFeature=>
- 3.2. 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.
- 3.3. If the Parking Payment Online Portal is offline or You are unable to complete your payment on the Parking Payment Online Portal for any reason, You must pay for your use of the Car Park at one of the payment machines or exit gates before exiting the Car Park.

4. CREDIT AND DEBIT CARDS

- 4.1. By providing Us with Your credit or debit card information, 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 card or debit card for all fees and charges associated with Your use of the Car Park as specified under these terms and conditions.

4.2. Each time you complete a payment on the Parking Payment Online Portal, You authorise Us to debit the applicable charges and fees from Your credit or debit card.

4.3. We accept selected credit and debit cards only, and credit or debit card fees may apply. See the fees and charges payable for use of the Car Park (available at <https://www.wilsonparking.com.au/parking-locations/new-south-wales/eastern-suburbs/entertainment-quarter-car-park/?entry=09-12-2023,11:52am&exit=09-12-2023,12:52pm&carParkFeature=>) for further details.

4.4. If You believe that fees or charges have been incorrectly debited from your debit or credit card, please notify Us at info@entertainmentquarter.com.au.

5. NO EXCLUSION OF AUSTRALIAN CONSUMER LAW

5.1. We do not make any express warranties about the services We provide. Consumers have certain rights under the Australian Consumer Law which cannot be excluded. These rights include guarantees about whether the services provided are fit for purpose.

5.2. Nothing in these terms and conditions are to be read or applied in any way which might exclude, restrict or modify, or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law, including the Australian Consumer Law, and which law cannot be excluded, restricted or modified.

6. LIMITATION OF LIABILITY & INDEMNITY

6.1. You enter and use the Car Park and use the Parking Payment Online Portal at Your own risk.

6.2. To the maximum extent permitted by law, We are not liable for, and You release Us from any cost, expense, liability, loss, damage, claim or proceeding which is suffered by You arising from or in connection with the Car Park or the Parking Payment Online Portal including:

6.2.1. personal injury to, or death suffered by You or any person;

6.2.2. theft, loss of, destruction or damage to, any vehicle, its parts or accessories, any property on or in a vehicle or elsewhere in the Car Park; or

6.2.3. any damage to the Car Park, arising out of, or in any way relating to the use of the Car Park by You,

except to the extent the cost, expense, liability, loss, damage, claim or proceeding is caused by Our negligence or default.

6.3. You indemnify Us against any cost, expense, liability, loss, damage, claim or proceeding arising from or in connection with Your breach of these terms and conditions or Your misuse of the Parking Payment Online Portal.

7. INTERPRETATION OF THESE TERMS AND CONDITIONS AND GENERAL

7.1. In these terms and conditions:

7.1.1. **Car Park** means all the property constituting the Car Park at the Centre including any entry and exit ramps, loading docks, driveways and elevators and stairways servicing the Car Park at the Centre;

7.1.2. **Centre** means the Entertainment Quarter, Lang Road, Moore Park, New South Wales 2021;

7.1.3. **[Google Privacy Policy and Terms of Service** means the Google Privacy Policy (available at <https://policies.google.com/privacy>) and the Google Terms of Service (available at <https://policies.google.com/terms>);]

7.1.4. **Manager** means Wilson Parking Australia 1992 Pty Ltd;

7.1.5. **Parking Payment Online Portal** means the online portal used to make payments for car parking at the Centre (available at <https://car.au.skidata.com/sdpay/core/lp/APT.FAC.1431410/00>);

7.1.6. **Us, We and Our** means Carsingha Investments Pty Ltd (ACN 169 790 523) as trustee of the Carsingha Investments Unit Trust its related bodies corporate, employees, agents and subcontractors;

7.1.7. **Vehicle** means a Vehicle that is linked to a number plate that is captured by Our number plate recognition cameras and parking guidance system when entering the Car Park; and

7.1.8. **You** and **Your** refers to and includes each person who enters the Car Park in any manner and any owner of a Vehicle which enters the Car Park.

7.2. We may assign novate or otherwise deal with any of Our rights or obligations under these terms or conditions without your consent.

7.3. 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.

7.4. You represent and warrant to Us that:

7.4.1. You have the power, capacity and authority to enter into and observe Your obligations under these terms and conditions; and

7.4.2. the information You provide to Us when using the Parking Payment Online Portal is true and correct.

7.5. The laws of New South Wales govern these terms and conditions and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. CONTACT US

8.1. Any comments or complaints relating to the Parking Payment Online Portal should be made in writing to info@entertainmentquarter.com.au or by submitting an online enquiry form on Our website, at <https://www.entertainmentquarter.com.au/contact/>.