

## Westpoint Shopping Centre Order and Collect

### Terms and Conditions

1. Westpoint Shopping Centre is the operator of Westpoint Order and Collect. We are responsible for operating and managing Westpoint Order and Collect.
2. Westpoint Order and Collect service will operate 10:00am to 4:00pm from Monday to Sunday.
3. You acknowledge that We act as agent for the Retailers participating in Westpoint Order and Collect only to the extent that We enable You to collect your Order. You acknowledge that Westpoint Order and Collect does not produce or pack an Order and the participation of a Retailer in Westpoint Order and Collect does not constitute an endorsement by Us of that Retailer or any goods that Retailer offers.
4. Other than an agency, these terms and conditions do not create or imply any partnership or any other relationship between Us and any Retailer or You. To the maximum extent permitted by law, We accept no liability for any loss or damage incurred in connection with an Order, including the Retailer's actions, negligence or omission.
5. Use of the Order and Collect service is at Your own risk. We are not liable for any damaged, lost, spoilt, misplaced or unclaimed goods. We do not accept any responsibility for the safe custody of any goods or any Order.
6. Completing an Order through Westpoint Order and Collect means You accept these terms and conditions and the Retailer's terms and conditions.
7. We are not responsible for the ordering or payment process for any Orders. We act as facilitator only for Westpoint Order and Collect. All ordering and payment terms are governed by the Retailer.
8. We do not guarantee the availability or participation of particular Retailers in Westpoint Order and Collect.
9. We reserve the right to refuse to provide Westpoint Order and Collect to any person or may impose reasonable conditions before providing Westpoint Order and Collect.
10. When making an order, You must advise the Retailer of the date and approximate time in which You will attend the Order & Collect service (**Collection Time**). We do not guarantee that the Order and Collect service will be available if You fail to attend the service to collect Your purchase at the Collection Time.
11. The person collecting the Order must be listed as the person on the name of the Order, unless another person is nominated at the time of the Order. When You collect Your Order, you must provide photographic identification to prove that You are the person listed on the Order, or a nominated person.
12. If your Order is not collected five days after the designated pick up time, We reserve the right to return Your Order to the Retailer.
13. To collect Your order, You must drive into Level 4 of Westpoint Shopping Centre, accessible from Alpha Street, Blacktown.
14. You must bring Your Vehicle to a complete stop and turn off the engine before Your Order will be delivered by Us.
15. Westpoint Shopping Centre may collect and use Your personal information to manage the Order and Collect service. This information will be handled in accordance with the Privacy Policy (available at <https://www.qicgre.com/privacy-policy>)
16. These terms and conditions incorporate Our conditions of entry to car parks which are displayed at the entry to the Car Park.

In these terms and conditions:

"Car Park" means all car parks associated with the Centre, including all entry and exit ramps, driveways and walkways together with any lifts, escalators or stairways servicing the car parks or connecting the car parks to any other part of the Centre.

"Centre" means Westpoint Shopping Centre, 17 Patrick Street, Blacktown, NSW, 2148.

“Westpoint Order and Collect” means the service operated by Us for the purpose of facilitating the collection of Orders for goods placed by You with a Retailer.

“Order” means an order placed by You with a Retailer using Westpoint Order and Collect.

“Retailer” means the retailers at Westpoint Shopping Centre offering and providing the goods for sale and purchase through Westpoint Order and Collect.

“Vehicle” includes any vehicle, its parts and accessories and any property (including valuables) left in or on it.

“We”, “Us” or “Our” means QIC Westpont Pty Ltd (ABN 77080 215 194) as trustee for the Westpoint Shopping Centre Trust as owners of the Centre, and includes our respective agents, contractors and employees.

“You” or “Your” means any person who enters the Car Park for any reason and Order & Collect, including the driver or owner of a Vehicle and any passenger in a Vehicle.