

Ballina Fair Terms and Conditions

General

The Ballina Fair Shopping Centre Digital Terms govern your use of the websites, apps, online services, social media channels and electronic communications (“**Digital Services**”) operated by Ballina Fair Shopping Centre (“**Ballina Fair**”, “**we**” or “**our**”).

Who are we?

Ballina Fair Shopping Centre is an Australian owned business. ABN: 34 430 406 448

Using our Digital Services

By accessing our Digital Services, you agree to these Ballina Fair Digital Terms. If you do not agree to these Ballina Fair Digital Terms, you must not access or use our Digital Services.

We may update these Ballina Fair Digital Terms from time to time as our services and our use of technology develops. Please keep an eye on this page for updates. By continuing to access and use our Digital Services, you agree to our Ballina Fair Digital Terms as updated from time to time.

Some of our Digital Services will include their own additional terms, including notices and disclaimers. You should read the additional terms for specific Digital Services when they are provided, and they will override these Ballina Fair Digital Terms to the extent of any inconsistency.

Privacy

We will ask you to provide your personal information when subscribing to, or accessing, some of our Digital Services, such as our shopping centre newsletters and promotions, VIP shopping centre event and loyalty programs, social media channels, tenant services and service provider portals.

Our Privacy Policy, available at: <http://www.ballinafair.com.au/privacy-policy>, explains how we handle personal information collected through our Digital Services.

Signing Up

If you sign up for our Digital Services using a login, password or security credentials, you must keep this information confidential and secure and not disclose it to any third party.

We reserve the right to disable your credentials and restrict, suspend or cancel your access to our Digital Services if, at any time, we form the view that you have breached these Ballina Fair Digital Terms or engaged in unauthorised use of our Digital Services. All restrictions, disclaimers and limitations of liability in these Ballina Fair Digital Terms will continue to apply after such restriction, suspension or cancellation.

Compliance and Unauthorised Use

You must comply with all laws in relation to your access to or use of our Digital Services, including laws of the country in which you reside or from which you access our Digital Services.

You must not use our Digital Services in an unlawful or inappropriate manner or for any purpose that would:

- breach these Ballina Fair Digital Terms;
- infringe upon the privacy or legal rights of third parties;

- defame or cause damage to our reputation or the reputation of our products, services, shopping centres, shopping centre co-owners, directors, officers or employees; or
- compromise the security of our Digital Services, such as by introducing viruses into or hacking our Digital Services.

Nothing in our Digital Services constitutes:

- an offer or invitation to subscribe for securities or purchase a financial product; or
- financial advice, a financial product or a solicitation for any business either in Australia or in any place outside Australia.

Third party links

Our Digital Services may contain links to products, promotions or websites of third parties, including links which detail the products, prices and stores which are operated by our retail tenants. Such third-party materials are not under our control nor are they associated with Ballina Fair and we are not responsible for any such third-party material on, or linked to from, our Digital Services.

In particular, Ballina Fair makes no endorsements, representations or warranties about any third-party materials which you may access through our Digital Services:

- regarding the quality, accuracy, merchantability or fitness for purpose of any material on, or linked to from, such third-party materials or any products or services available through such third-party materials; or
- regarding any third-party material on, or linked to from, our Digital Services not infringing the intellectual property rights of any person. We are not authorising the reproduction of third-party material by linking material in our Digital Services to third party material.

Third party platform terms

Our Digital Services are in no way sponsored, endorsed or administered by, or associated with any social media platform or App provider (including, but not limited to the providers of Facebook, Instagram and Twitter) or any of their related entities (each a “**Provider**”).

By using a Provider’s App or social media platform to access our Digital Services, you agree to be bound by that Provider’s terms and acknowledge that our Ballina Fair Digital Terms are not intended to conflict with, derogate from or override that Provider’s terms which govern use of the relevant social media platform or App.

Accuracy

While the Digital Services are provided and updated by us in good faith, they are provided “as is” and we do not provide any guarantees or make any representations, warranties or endorsements, express or implied, as to the accuracy, currency, availability, completeness or suitability of the Digital Services or content included in the Digital Services.

To the maximum extent permitted by law, Ballina Fair its directors, officers and employees disclaim any liability for:

- errors in the pricing, sales, availability or quality of products, services, marketing, promotions or other content displayed or quoted in our Digital Services; and

- any loss, liability, cost, expense, damage or claim arising in any way from errors, omissions, data corruptions, downloads or viruses in our Digital Services or reliance on the content of our Digital Services or any inability to access our Digital Services at any time.

Intellectual Property

Unless otherwise specifically stated, copyright in the content included in our Digital Services, including all information, text, materials, graphics, property, photos, software, advertisements, names, logos, tools and results derived from the use of software and tools is owned by us or used with the permission of the owner of such content.

Intellectual property in the Digital Services is protected by copyright, trade mark and other intellectual property laws and is the property of their respective owners.

You must not modify, copy, reproduce, republish, frame, download, upload to a third-party website, post, transmit or distribute the content appearing in the Digital Services in any way except where expressly permitted by the owner of the relevant content.

Your use of the Digital Services does not grant or transfer any rights, title or interest to you in relation to content included in our Digital Services.

Liability

To the maximum extent permitted by law, we are not liable (whether in contract, tort including negligence, under statute or otherwise) for any loss, liability, cost, damage, expense or claim (including loss of profit or revenue, loss of use, legal costs and defence or settlement costs) arising under or in connection with the Digital Services or third party materials linked or referred to in the Digital Services.

Our liability for a breach of a guarantee or warranty implied by law or otherwise, and which cannot be excluded, is limited to the replacement, re-supply, repair or payment for equivalent goods or services to the maximum extent permitted by law.

Miscellaneous

Our rights under these Ballina Fair Digital Terms may only be waived in writing signed by us.

If any of these Ballina Fair Digital Terms are determined to be invalid, unlawful or unenforceable, such terms must be read down to the extent necessary to prevent that part of these Ballina Fair Digital Terms being invalid, voidable or unenforceable, and if a term would not be invalid, unlawful or unenforceable if a word or words were removed, then those words will be deleted.

These Ballina Fair Digital Terms and your use of the Digital Services are governed by the laws of the state of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales with respect to all matters concerning these Digital Services.