

OASIS SHOPPING CENTRE CAR PARK CONDITIONS OF ENTRY

Vehicles will be accepted for parking and persons may enter the car park only on the following conditions:

1. (a) By entering this car park you agree to be bound by these Conditions of Entry ("conditions"). If you do not accept these conditions immediately proceed to the nearest exit and leave the car park.

(b) If you are in a vehicle and cannot turn it around you must, subject to these conditions, contact Centre Security or Centre Management and advise you want to leave the car park and proceed directly to the nearest exit immediately.
2. Each exclusion of liability in these conditions is subject to any law which restricts or forbids that exclusion of liability including the Competition and Consumer Act 2010 (Cth) and any corresponding state legislation.
3. You enter and use the car park entirely at your own risk.
4. We are not liable for:
 - (a) personal injury or death suffered by you; and
 - (b) theft, loss of, or damage to, any vehicle, its parts or accessories or any property on or in the vehicle however caused, while you, your vehicle or property are in the car park or while you are entering or leaving the car park.
5. You indemnify us fully against any claims by or liability we incur to any other person and any cost, expense, loss or damages we incur as a result of you directly or indirectly, causing or contributing to:
 - (a) personal injury or death to any other person; or
 - (b) theft or loss of, damage to, any vehicle, any of its parts or accessories or any property on or in a vehicle, while you, your vehicle, your agent's use of your vehicle or property are in the car park or while you are entering or leaving the car park.

Consequential loss: We will also not be liable to you for any special, incidental, indirect or consequential loss or damage suffered by you as a result of a breach by us of our obligations under these conditions, whether we could have foreseen such losses or damages at the time.
6. (a) We may permit the exit of a vehicle whether evidence of authority or entitlement to remove a vehicle is produced or not.

(b) We have the right to enter, move, drive or park any vehicle whenever we see fit.

(c) We have the right to prevent exit of or have towed away, any vehicle.

(d) In the event that a vehicle is left in the car park for a continuous period in excess of 24 hours then we may move or deliver the vehicle as we may in our absolute discretion deem satisfactory.
7. (a) You must, while in the car park, comply with all signs and with all directions and request made by us.

(b) You can only gain access to or remove a vehicle during the hours of operation we display in the car park.

(c) You must not obstruct any persons or other vehicles or access to Oasis Shopping Centre or the car park.
8. We have the right in our absolute discretion to refuse or terminate parking in the car park.
9. All staff and contractors must park in the prescribed areas. Fines and levies may apply for non-compliance with this clause.
10. You must not drop any rubbish or debris, cause any damage or allow your vehicle to emit any substance onto the car park. You will be liable for the cost of cleaning, repairing or any other related cost that may be required to the car park that is caused by non-compliance with this clause.
11. You must park within the boundaries of one bay.
12. No variations of any of these conditions of entry will bind us unless agreed to by us in writing.
13. We are not liable for any delay or failure to perform our obligations under this Contract if such delay or failure is caused or contributed to by a Force Majeure.
14. Definitions

"any other person" means any person or corporation other than you individually and includes our employees, contractors and agents and any person in the car park (with or without our permission) and each of them.

"car park" means all the property constituting the car park at Oasis Shopping Centre, including entry and exit ramps, driveways and any elevators and stairways servicing the car park.

"Force Majeure" means a circumstance beyond our reasonable control which results in our being unable to observe and perform on time any obligation under this Contract. If a delay or failure by us to perform our obligations is caused or contributed to by a Force Majeure, the performance of our obligations will be suspended.

"we", "us" and "our" means the owner of Oasis Shopping Centre at Victoria Avenue, Broadbeach QLD 4218, Oasis JV Pty Limited ACN 603 854 913 as trustee for Oasis JV Unit Trust, and includes its employees, contractors or agents and each of them and Abacus Property Services Pty Ltd ACN 050 739 001 and includes its employees, contractors or agents and each of them.

"you" and "your" refer to and include each of the owner and any vehicle which comes into the car park and each person who comes into the car park (including the driver or owner of or passenger in a vehicle and any person brought or sent into the car park by the driver or owner of a vehicle).