

Terms and conditions

We update our site as often as is practicable, but information can change rapidly and Clifford Gardens Shopping Centre does not guarantee its accuracy at any time. We are not liable for any loss incurred from relying on this site, including data corruption on download. Information on our site is not financial advice - you should obtain advice before making any decision based on information on this site.

By accessing this site, you agree to these terms, and acknowledge reading them. We do not take responsibility for sites of other organisations, whether or not linked, or any device used to access or view our site. The Site has been prepared under Australian law. Nothing it constitutes an offer of securities, or an invitation to subscribe for securities, enter into any legal agreement or exercise any rights in relation to the offering of any financial product, or amount to a solicitation for any business.

On this website, we have display a range of products through various means, prices from time to time, and stores available in Clifford Gardens Shopping Centre. Some of this content links through to a retailer website for purchase. Any prices displayed are provided by relevant retailers and suppliers and are updated to Clifford Gardens Shopping Centre's best efforts to reflect pricing changes, however we advise you to review the retailer website for the most accurate information about price and availability.

Clifford Gardens Shopping Centre does not accept any responsibility for price variations or errors, availability or quality of products. No responsibility is accepted by Clifford Gardens Shopping Centre for the accuracy of any statement or advice contained in the text or advertisements or the accuracy of any prices quoted.

Online Terms & Conditions of Use

Current as at 14 March 2017

These terms and conditions of use, together with the policies, notices and disclaimers referred to below (Terms & Conditions), govern your use of the services at <http://www.cliffordgardens.com.au/> (Site).

1. ABOUT THE SITE

The Site is operated by Glass Sub TC Pty Ltd as Trustee for Glass Clifford Trust

The Site is an online venue which allows users to do a number of activities, including sign up to be members, to view shopping centre and retailer information and click through to the websites of individual retailer participating in the Site (Participating Retailers). In addition to these Terms & Conditions, you should also refer to the terms and conditions of each Participating Retailers as these terms govern interaction with Participating Retailers.

2. ACCEPTANCE OF TERMS

Your access to and use of the Site, including your use of the materials and information accessible on or from the Site, is governed by these Terms & Conditions.

Your use of the Site is conditional upon your acceptance and compliance with these Terms & Conditions. You should read the Terms & Conditions carefully. By using the Site, you agree to be bound by, and comply

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with, these Terms & Conditions. You must not access, browse or otherwise use the Site unless you agree to be bound by the Terms & Conditions.

Clifford Gardens Shopping Centre reserves the right to amend the Site and the Terms & Conditions at any time and from time to time without notice to you. Your continued use of the Site after any amendment to the Terms & Conditions constitutes an agreement by you to abide and be bound by the Terms & Conditions as so amended. If you breach these Terms & Conditions, your right to use the Site will cease immediately and we may refuse you access to the Site at our complete discretion.

3. ACCESSING THE SITE

Access to the Site is not provided on a continuous, uninterrupted or permanent basis. Not all sections of the Site may be able to be accessed by all users of the Site. Clifford Gardens Shopping Centre reserves the right to withdraw or amend the service Clifford Gardens Shopping Centre provides on the Site without notice. Clifford Gardens Shopping Centre will not be liable if for any reason the Site is unavailable at any time or for any period.

From time to time, Clifford Gardens Shopping Centre may restrict access to some parts of the Site, or the entire Site, to users who have registered with us. When you register, you are required to provide Clifford Gardens Shopping Centre with information about yourself which is true, accurate, current and complete in all respects. Clifford Gardens Shopping Centre may change registration requirements from time to time at its complete discretion. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Clifford Gardens Shopping Centre has the right to disable any user identification code or password, whether chosen by you or allocated by Clifford Gardens Shopping Centre, at any time, if in Clifford Gardens Shopping Centre's opinion, you have failed to comply with any of the provisions of these Terms & Conditions.

4. SITE MEMBERSHIP

When you sign up to become a member of the Site, you will provide us with certain personal information. Your personal information may be used for providing you with news, offers and information about the Site, Clifford Gardens Shopping Centre and promotions run by Clifford Gardens Shopping Centre, as well as for the purposes set out in section 13 of these Terms & Conditions.

5. PRODUCTS ADVERTISED ON THE SITE

Products advertised on the Site are provided by, and sold by, Participating Retailers. Clifford Gardens Shopping Centre does not review or control, and is not responsible in any way for, listings provided by Participating Retailers or purchases made on a Participating Retailer's website. Products advertised by Participating Retailers on the Site may vary from time to time. Before making a purchase from a Participating Retailer, you should carefully review that Participating Retailer's terms and conditions applying to a potential transaction on their store front and product details page. Subject to law, and other than in relation to any liability which under law cannot be excluded, Clifford Gardens Shopping Centre is not liable for any costs, damages or other loss in connection with the advertising or purchase of Products

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from a Participating Retailer or your use of the Site.

Some products sold by Participating Retailers may be products which, under law, may not be freely sold to all consumers, e.g. alcohol, knives or certain videos or DVDs, or may only be sold to consumers on certain terms and conditions (Restricted Products). Those products are subject to the terms and conditions of the Participating Retailer selling those products. If you wish to discuss or organise a return, exchange or refund of any item, please contact the Participating Retailer directly.

6. PRICES & TAXES

All prices are in Australian dollars (\$). Prices displayed on the Site are inclusive of GST on the sale, if any.

The Site is designed for use by Australian residents.

7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Clifford Gardens Shopping Centre is the copyright owner of the content of the Site or is licensed by the copyright owner to use the content on the Site. Except as permitted by the Copyright Act 1968 (Cth), you must not in any form or by any means:

copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish or create derivative works from any information or material on the Site; perform in public or transmit in any form by any process (graphic, electronic or mechanical, including further copying, recording, taping or by a storage and information retrieval system) any of the information or material on the Site without the specific prior written consent of Clifford Gardens Shopping Centre; alter, decompile, disassemble, reverse engineer or modify any material or information that you receive from the Site which can be accessed through the Site; or use or apply, for commercial purposes any material or information on the Site, without the prior written consent of Clifford Gardens Shopping Centre. All trademarks, brands and names appearing on the Site are the property of their respective owners. Nothing contained on the Site is intended to grant any express or implied right to you to use or exploit any patent, copyright, trademark or trade secret information. No trademarks, brands or names, including as part of domain names or email addresses, may be used in any manner that is likely to cause confusion.

8. LINKS AND THIRD-PARTY STATEMENTS ON THE SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Site must not be framed on any other website; nor may you create a link to any part of the Site other than the home page. To the extent any permission has been granted to link to the site, we reserve the right to withdraw linking permission without notice.

The Site provides links to other websites not maintained or controlled by, or associated with, Clifford Gardens Shopping Centre including those of Participating Retailers. Clifford Gardens Shopping Centre

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makes no endorsements, representations or warranties about any other website which you may access through the Site, including those of Participating Retailers (Other Website). When you access an Other Website, that Other Website is independent from the Site, and Clifford Gardens Shopping Centre has no control over the content on that Other Website. Any link to an Other Website is provided as a convenience to users of the Site. Other Websites are not under the control of Clifford Gardens Shopping Centre and Clifford Gardens Shopping Centre is not responsible for the accuracy of any information on any Other Website. Clifford Gardens Shopping Centre does not monitor or review the content of any Other Website. You must take your own precautions to ensure that any Other Website that you access by link from the Site are free from viruses, worms, Trojan horses and other material of a destructive nature.

Clifford Gardens Shopping Centre will not routinely monitor or review statements made by persons (Third Parties) on the Site. Third Parties may post statements or information on some portion of the Site, from time to time, including in connection with Products (Third Party Posted Material). Clifford Gardens Shopping Centre has the right at all times to remove any Third Party Posted Material from the Site or to edit any Third Party Posted Material, including in response to complaints received in relation to that material. Clifford Gardens Shopping Centre makes no representations to you in relation to about the accuracy, quality, legality, ownership or other aspect of any Third Party Posted Material. Clifford Gardens Shopping Centre expressly disclaims any liability to you for all Third Party Posted Material. Subject to any liability which cannot by law be excluded, Clifford Gardens Shopping Centre is not liable to you or any other person for any direct, indirect, special or other consequential damages arising out of any use of the Site, the use of any other hyper linked website, the use of any Other Website or any Third Party Posted Material, and including but without limitation, any loss of profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if Clifford Gardens Shopping Centre has been expressly advised of the possibility of such loss or damages.

You must indemnify and keep indemnified Clifford Gardens Shopping Centre in respect of all loss and expense suffered by you as a result of any use or exploitation by you of any Third Party Posted Material or any Other Website, or both.

9. SECURITY

While Clifford Gardens Shopping Centre takes appropriate technical and organisational measures to safeguard the personal data that you provide to Clifford Gardens Shopping Centre no transmission over the internet can ever be guaranteed secure. Consequently, please note that Clifford Gardens Shopping Centre cannot guarantee the security of any personal data that you transfer over the Internet to Clifford Gardens Shopping Centre or its payment gateways.

The Australian Government has published additional information about protecting yourself in online transactions. This is available at <http://www.staysmartonline.gov.au/> (this website is not provided by Clifford Gardens Shopping Centre).

10. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access

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to the Site, the server on which the Site is stored or any server, computer or database connected to our Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

If we become aware that you have breached any law in connection with your use or access of this Site, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

Clifford Gardens Shopping Centre does not represent that any information (including any file) obtained from or through the Site is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses. Clifford Gardens Shopping Centre will not be liable to you or to any other person for any loss or damage (whether direct, indirect, consequential or economic), however caused and whether by negligence or otherwise, which may result directly or indirectly from any such information or due to your use of the Site or any website linked to the Site, howsoever caused. To the extent that any liability may be imposed on the Clifford Gardens Shopping Centre to the extent permitted by law it shall be limited to the cost of re-supplying that information.

11. DISCLAIMERS

Clifford Gardens Shopping Centre updates the Site as often as is practicable, but information can change rapidly and Clifford Gardens Shopping Centre does not guarantee its accuracy at any time.

The Site has been prepared under Australian law. Nothing in it constitutes an offer of securities, or an invitation to subscribe for securities, enter into any legal agreement or exercise any rights in relation to the offering of any financial product, or amount to a solicitation for any business.

By using the Site, you agree that your access to, and use of, the Site is subject to these Terms & Conditions and all applicable laws, and is at your own risk. While the information and material contained on the Site is believed to be accurate and current, it is provided by Clifford Gardens Shopping Centre in good faith on an “as is” basis, and Clifford Gardens Shopping Centre related entities of Clifford Gardens Shopping Centre and the directors, officers and employees of Clifford Gardens Shopping Centre accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Site. Any reference to products or services on the Site is for information purposes only and does not constitute an endorsement or a recommendation of those products or services by Clifford Gardens Shopping Centre

Subject to any non-excludable provisions in the Competition and Consumer Act 2010 and similar State or Territory legislation in Australia:

Clifford Gardens Shopping Centre expressly disclaims any implied or express warranties or conditions of any kind, including non infringement of intellectual property rights relating to information or materials accessible from or on the Site; and Clifford Gardens Shopping Centre shall not be liable to you for any damage resulting from use of or reliance on the materials or information on the website or any other loss or damage whatsoever including, but without limitation, special, indirect, consequential or incidental loss or damage (including loss of profits, revenue, production, opportunity, access to markets, goodwill,

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reputation, use or any indirect, remote, abnormal or unforeseeable loss), or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if Clifford Gardens Shopping Centre is expressly advised of the likelihood of such loss or damage. To the extent (if any) that the content of the website does not satisfy the laws of a country other than Australia, it is not directed to persons in those countries and they should not use the Site.

12. CONFIDENTIALITY

You should not send any information or material that you consider to be confidential or proprietary, to Clifford Gardens Shopping Centre or any other person, through the Site. Any information or material sent to Clifford Gardens Shopping Centre at, or through the Site, is deemed to be not confidential. You are deemed to grant to Clifford Gardens Shopping Centre an unrestricted, irrevocable licence to use, reproduce, display, perform, modify, transmit and distribute all materials or information sent by you to or through the Site. Clifford Gardens Shopping Centre is free to use any ideas, concepts, know-how or techniques that you send to Clifford Gardens Shopping Centre for any purpose.

13. PRIVACY

Clifford Gardens Shopping Centre may collect your personal information through your use of the Site or through your contact with Clifford Gardens Shopping Centre. Any personal data and other information provided by you will be treated by Clifford Gardens Shopping Centre in accordance with the Online Privacy Policy. By providing any such personal data or other information you agree to the terms of the Online Privacy Policy, and in particular you agree that Clifford Gardens Shopping Centre can collect, hold, use and disclose your personal information in the following ways:

for the purpose of and incidental to your use of the Site, including facilitating the completion of orders through the Site and other uses and disclosures we required to operate the Site; for the purposes of providing you with news and information about Clifford Gardens Shopping Centre's events, activities and promotions; for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may transfer your personal information to others in countries outside Australia. You may access your personal information by contacting us.

14. RELEVANT PARTIES

Any indemnity, agreement, representation or promise provided by you to Clifford Gardens Shopping Centre as set out in these Terms & Conditions shall be taken to be an indemnity, agreement, representation or promise also provided by you to the employees, officers, agents and owners of Clifford Gardens Shopping Centre and any related entity of Clifford Gardens Shopping Centre in relation to the Site.

15. WAIVER

If we fail at any time to insist upon strict performance of any of your obligations under these Terms & Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this

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shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms & Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16. SEVERABILITY

If any of these Terms & Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17. APPLICABLE LAW

These Terms & Conditions shall be governed by, construed and enforced in accordance with the laws of the state of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia.

The Site may be accessed throughout Australia and overseas. Clifford Gardens Shopping Centre makes no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the website.

18. ALTERATIONS TO TERMS & CONDITIONS

Clifford Gardens Shopping Centre may revise or alter these Terms & Conditions at any time. Revisions and alterations will be posted on the Site. Users are responsible for reviewing the Site from time to time to ensure compliance. If Clifford Gardens Shopping Centre makes a request to you to stop using the Site or to promptly return or destroy copies of information provided on the Site, you must immediately comply with that request, and confirm in writing to Clifford Gardens Shopping Centre within five (5) business days after that request, that you have done so.

19. FEEDBACK AND COMPLAINTS

You can contact us about questions or comments about the Site on 07 4634 1371, Monday - Friday 8:30AM - 5:00PM AEDST or by email to info@cliffordgardens.com.au. Complaints about a specific Participating Retailer or product must be directed to the Participating Retailer concerned. Clifford Gardens Shopping Centre has no obligation to help resolve disputes with Participating Retailers. If you have a complaint about a specific purchase, and have paid by Visa or Mastercard, you may have charge back rights and should contact your financial institution.

20. ENTIRE AGREEMENT

These Terms & Conditions and any document expressly referred to in them represent the entire agreement between you and Clifford Gardens Shopping Centre and supersede any prior agreement, understanding or arrangement between you and Clifford Gardens Shopping Centre whether oral or in

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writing.

Wi-Fi Terms of Use & Privacy Terms

The following terms and conditions of use, together with the policies, notices and disclaimers referred to below (Wi-Fi terms of use and privacy terms), govern your use of wireless internet access hotspots provided in-centre free of charge by Glass Sub TC Pty Ltd as Trustee for Glass Clifford Trust ABN 23 318 856 072 and its related bodies corporate (referred to collectively as Clifford Gardens Shopping Centre in the following Wi-Fi terms of use and privacy terms).

In order to use the Clifford Gardens Shopping Centre common area wireless internet access service (Clifford Gardens Shopping Centre Wi-Fi Service) you will need to enter your email address and first name, or register via a third-party authentication service such as Facebook Connect. By using the Clifford Gardens Shopping Centre Wi-Fi Service, you accept the following Wi-Fi terms of use and privacy terms, and any modifications that may be made to these terms from time to time. If you do not agree to the terms and conditions you may not use the Clifford Gardens Shopping Centre Wi-Fi Service.

In the following Wi-Fi and privacy terms:

"we", "us" and "our" means Glass Sub TC Pty Ltd as Trustee for Glass Clifford Trust ABN 23 318 856 072 and each of their respective related bodies corporate; "you" and "your" means the user of the device that connects to the Clifford Gardens Shopping Centre Wi-Fi Service; "Clifford Gardens Shopping Centre" means Glass Sub TC Pty Ltd as Trustee for Glass Clifford Trust ABN 23 318 856 072 and each of their respective related bodies corporate; and "Third Party Provider" means any supplier of ours that is involved in the provision of the Clifford Gardens Shopping Centre Wi-Fi Service. If you are not 18 years old or older, you must only accept these Wi-Fi and privacy terms with a parent's or guardian's approval.

WI-FI TERMS OF USE

1. You agree to these terms either by clicking "Connect to WiFi" on the Clifford Gardens Shopping Centre Wi-Fi Service's initial landing page or by otherwise accessing or using the Clifford Gardens Shopping Centre Wi-Fi Service.
2. While Clifford Gardens Shopping Centre will use all commercially reasonable endeavours to provide a reliable, stable and secure Wi-Fi service and ensure that the Clifford Gardens Shopping Centre Wi-Fi Service is generally available, Clifford Gardens Shopping Centre (a) makes no representation that the Clifford Gardens Shopping Centre Wi-Fi Service (or any associated functions) will be available at all times or will operate at all times without error and (b) expressly disclaims any representations that the Clifford Gardens Shopping Centre Wi-Fi Service will operate on a continual or error free basis. The Clifford Gardens Shopping Centre Wi-Fi Service in whole or in part, or particular Clifford Gardens Shopping Centre Wi-Fi Service functions, may be non-operational at any time for any reason (including because of any planned maintenance or unavailability of any service).
3. The Clifford Gardens Shopping Centre Wi-Fi Service provides free wireless internet access within Clifford Gardens Shopping Centre. However the Service is not supplied for the purpose of, and is not suitable for supporting, any application or use which needs continuous fault free network

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- connectivity and must not be used for business purposes.
4. The Clifford Gardens Shopping Centre Wi-Fi Service provides unencrypted wireless access to the Internet. You are responsible for the security of your system, device and any transmissions you make or receive and:
 - you are liable for all use of the Clifford Gardens Shopping Centre Wi-Fi Service that occurs in connection with your device, including if you permit another person to use your device or access the Internet via your device;
 - you are fully responsible for your activities while using this Clifford Gardens Shopping Centre Wi-Fi Service (including for any content, information and other materials you access or transmit via the Clifford Gardens Shopping Centre Wi-Fi Service) and you agree that you bear all risks regarding use of this Wi-Fi Service;
 - you acknowledge that you understand the risks of unencrypted access to the Internet, and will take any necessary security precautions, including encrypting confidential transmissions, backing up any data and protecting your system and device with a firewall; and
 - you agree that security of your equipment and data, including safeguarding against the risks of hacking, viruses, eavesdropping, and all other such hazards, is your responsibility and not the responsibility of Clifford Gardens Shopping Centre
 5. Clifford Gardens Shopping Centre does not take any responsibility for any user data which traverses the Clifford Gardens Shopping Centre Wi-Fi Service network. Clifford Gardens Shopping Centre cannot guarantee that your data will not become lost, damaged, or intercepted in transit using this Internet connection and does not take responsibility if you lose an email or a download or any other kind of transmission, or if someone gains access to your passwords, or for any other like circumstances. Accordingly, any information which you transmit using the Clifford Gardens Shopping Centre Wi-Fi Service, including for example, credit card details or personal information, is transmitted at your own risk and Clifford Gardens Shopping Centre is not responsible while such information is in transit. The Australian Government has published additional information about protecting yourself in online transactions. This is available at <http://www.staysmartonline.gov.au/> (this website is not provided by Clifford Gardens Shopping Centre).
 6. Other than the measures referred to in clauses 8 and 9, we do not control information transmitted over the Clifford Gardens Shopping Centre W-Fi Service and you release us from any liability arising out of your use of the Clifford Gardens Shopping Centre W-Fi Service, including the transmission of that information to or from you and your use of it. You acknowledge that:
 - a. the Internet contains a variety of materials and information that may be offensive to you and that you assume full responsibility and risk of use of the Clifford Gardens Shopping Centre Wi-Fi Service and the Internet; and
 - b. you are solely responsible for your use of the Clifford Gardens Shopping Centre Wi-Fi Service and for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online.
 7. Your activities on the Clifford Gardens Shopping Centre Wi-Fi Service (including sending, receiving, downloading or printing any material using the Clifford Gardens Shopping Centre Wi-Fi Service) must not:
 - a. introduce any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
 - b. create any liability (civil or criminal) for Clifford Gardens Shopping Centre or any Third Party Provider, cause Clifford Gardens Shopping Centre to lose (in whole or in part) the services of our suppliers;
 - c. violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 - d. be

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- defamatory, trade libelous, unlawfully threatening or harassing, or advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; e. be obscene or contain child pornography; f. infringe any third party's intellectual property rights, including copyright, patent, trademark, trade secret or other proprietary rights; g. impose an unreasonable or disproportionately large load on any systems or infrastructure; or h. involve any attempt to access any data or system, service or communication which you are not authorized to access; i. must not in any way rebroadcast or retransmit the WiFi network using your own devices or other equipment
8. Clifford Gardens Shopping Centre routinely monitors and logs communications over its networks for security, performance, and other purposes, and Clifford Gardens Shopping Centre may access, monitor, audit, intercept and disclose any such communications, data or information in connection with your use of the Clifford Gardens Shopping Centre Wi-Fi Service.
 9. Clifford Gardens Shopping Centre may make certain Internet services unavailable, and may, in its absolute discretion, revoke your access to the Clifford Gardens Shopping Centre Wi-Fi Service, at any time and for any reason with or without notice to you. In particular, Clifford Gardens Shopping Centre reserves the right to:
 - a. bar access to the Clifford Gardens Shopping Centre Wi-Fi Service to anyone who is deemed to be in breach of the terms and conditions, or is behaving in an unsociable manner, or for any other reason;
 - b. block access to any network protocols that are deemed inappropriate by Clifford Gardens Shopping Centre or may contravene these Clifford Gardens Shopping Centre Wi-Fi Service terms and conditions of use, including but not limited to those used by file sharing applications such as Limewire, eDonkey, or any Bit-Torrent type of client or Peer to Peer applications; and
 - c. apply any such traffic shaping as is deemed necessary to provide access to Clifford Gardens Shopping Centre Wi-Fi Service in a fair and stable manner to all Clifford Gardens Shopping Centre customers.
 10. As a complimentary service, the Clifford Gardens Shopping Centre Wi-Fi service are provided "as-is" and "where-is," without any warranties, express or implied.
 11. To the extent permitted by law, Clifford Gardens Shopping Centre nor any third party provider is not liable for any loss or damage of any kind caused or contributed to by your use of the Clifford Gardens Shopping Centre Wi-Fi Service, including, but without limitation, special, indirect, consequential or incidental loss or damage (including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss), or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if we are expressly advised of the likelihood of such loss or damage. If liability cannot be excluded by law, our liability and the liability of our subsidiaries, officers, directors, employees, and suppliers, to you is limited to AUD\$100.00. If liability cannot be limited or excluded by law, then to the extent permitted by law, Clifford Gardens Shopping Centre's liability is limited to the following:
 - a. if the breach relates to goods, repairing or replacing those goods or paying the cost of having those goods repaired or replaced; and
 - b. if the breach relates to services, resupplying those or equivalent services or paying the cost of having those services resupplied.To the extent permitted by law, you indemnify
 12. Clifford Gardens Shopping Centre its related bodies corporate, directors, officers and employees from any loss or damage of any kind caused or contributed to by your use of the Clifford Gardens

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- Shopping Centre Wi-Fi Service.
13. Clifford Gardens Shopping Centre reserves the right to alter the terms and conditions stated in this document at any time and for any reason. Continued use of the Clifford Gardens Shopping Centre Wi-Fi Service by you constitutes your binding acceptance of such revisions, amendments, and modifications. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE Clifford Gardens Shopping Centre WI-FI SERVICE.
 14. If any of these terms is determined to be invalid or unenforceable under any applicable law, the term will be ineffective to the extent of such determination and such invalidation of such part or portion of these terms will not invalidate the remaining portions of these terms and they will continue to, and will remain, in full force and legal effect.
 15. Clifford Gardens Shopping Centre may collect personal information from you, including the type of device you are using to access the Clifford Gardens Shopping Centre Wi-Fi Service, the time you are accessing the Clifford Gardens Shopping Centre Wi-Fi Service, the amount of data you download, and your media access control address. Any personal data and other information provided by you will be processed by Clifford Gardens Shopping Centre in accordance with the Wi-Fi Privacy Terms (set out below) and the Clifford Gardens Shopping Centre Privacy Policy available at <http://www.cliffordgardens.com.au/privacy-policy>. By providing any such personal data or other information you agree to the terms of the Wi-Fi Privacy Terms (set out below) and Clifford Gardens Shopping Centre Privacy Policy available at <http://www.cliffordgardens.com.au/privacy-policy> and in particular you agree that Clifford Gardens Shopping Centre can collect, hold, use and disclose your personal information: a. for the purpose of and incidental to your use of the Clifford Gardens Shopping Centre Wi-Fi Service; b. to provide to Clifford Gardens Shopping Centre its agents, contractors, joint venture and commercial partners, regulatory authorities and any third parties who provide services to us in relation to the Clifford Gardens Shopping Centre Wi-Fi Service, including gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent use; and c. for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may transfer your personal information to others in countries outside Australia.

21. WI-FI PRIVACY TERMS

By accessing the Clifford Gardens Shopping Centre Wi-Fi Service, you acknowledge and agree that:

1. We will collect your information, such as (but not limited to): a. where devices are able to connect to, or are identifiable by, in-centre infrastructure, we may collect data including usage, location and type of device, from those devices, and other data which users consent to us collecting from time to time; b. the date and time you accessed each page on our websites; c. cookies which track your visits to our web sites; d. the web browser that you are using and the pages you accessed; e. your name, email address and age range where provided; f. centre arrival and departure time; g. device ID number (MAC address); h. location of your wireless device in-centre; i. length of browsing session; and j. the URL of websites visited.
2. We are collecting this information (and may use or hold this information) for the following

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- purposes: a. for the purposes of and incidental to your use of the Clifford Gardens Shopping Centre Wi-Fi Service; b. to improve our websites and the Clifford Gardens Shopping Centre Wi-Fi Service; c. so that we can tell which webpages are the most popular and where shoppers spend most of their time; d. to provide to other members of the Clifford Gardens Shopping Centre its agents, contractors, service providers, joint venture and commercial partners, regulatory authorities and any third parties who provide services to us in relation to the Clifford Gardens Shopping Centre Wi-Fi Service, including gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent use; and e. for other purposes to which you, either expressly or impliedly, consent to, and for the purposes set out above, we may provide this information to Clifford Gardens Shopping Centre's agents, contractors, service providers, joint venture and commercial partners and regulatory authorities, and may transfer your personal information to others in countries outside Australia (including to those that operate our cloud servers outside of Australia)
3. Clifford Gardens Shopping Centre may, for an indefinite period, use the information for the purposes set out above and for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or push notifications or telephoning users and for such other purposes as set out in our Privacy Policy, which is available at <http://www.cliffordgardens.com.au/privacy-policy>.
 4. If you opt in to receive notifications (for example, in respect of competitions, news, information or offers in respect of goods or services) then you may receive notifications on your device. If you want to opt out from these notifications, please contact us.
 5. If you access or log-in to the Clifford Gardens Shopping Centre Wi-Fi Service, and we hold other personally unidentifiable information that can be associated to you or the device on which you are accessing the Wi-Fi Service (including, but not limited to a device ID number (MAC address)), then that information may be linked with personal information we hold about you as set out in the Wi-Fi Privacy Terms or Clifford Gardens Shopping Centre Privacy Policy, and will be treated in the same manner as the personal information to which it has been linked.
 6. If you do not want to disclose your personal information to us or you do not agree to us collecting, using and disclosing your personal information as set out in our privacy policy, you are not permitted to join our Wi-Fi network. If you decide not to join our Wi-Fi network, we will not be able to provide you with the free Clifford Gardens Shopping Centre Wi-Fi Service.
 7. If you access or log-in to the Clifford Gardens Shopping Centre Wi-Fi Service through a third party social media service, the information we collect may also include your user ID and/or user name associated with that social media service, any information or content you have permitted the third party social media service to share with us, such as your profile picture, email address, followers or friends lists, and any information you have disclosed in connection with that social media service. When you access the Clifford Gardens Shopping Centre Wi-Fi Service through third party social media services, you are authorising Clifford Gardens Shopping Centre to collect, store, use and disclose such information and content in accordance with these Wi-Fi Privacy Terms. If you do not want your personal information collected, stored, used or disclosed in this way, please do not access or log-in to Clifford Gardens Shopping Centre Wi-Fi Service through a third party social media service. We do not collect your passwords from these third party social media services.
 8. More information, including your right to access your information and how Clifford Gardens Shopping Centre stores your information, is set out in Clifford Gardens Shopping Centre's Privacy

Terms and conditions

Policy available at Clifford Gardens Shopping Centre/privacy-policy. Upon request, Clifford Gardens Shopping Centre will remove your details from its databases. To request details to be removed, please contact us or write to the Marketing Manager, Po Box 18090, Clifford Gardens, Toowoomba, QLD, 4350. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws.

9. Our Privacy Policy contains details on how you may access and correct your personal information, how you may complain about a breach of your privacy and how we will handle any complaint or request.
10. For more information on our privacy practices, please contact Clifford Gardens Shopping Centre's Privacy Officer at PO Box 18090, Clifford Gardens, Toowoomba, QLD, 4350 or at info@cliffordgardens.com.au or by phone on 07 4634 1371.