

## **SUPER SATURDAYS MELBOURNE MARKET CAR PARK CONDITIONS OF ENTRY**

### **THESE CONDITIONS OF ENTRY ARE IMPORTANT – PLEASE READ THEM**

BY ENTERING THE CAR PARK YOU AND ALL THOSE CLAIMING THROUGH YOU ACCEPT THAT A CONTRACT IS FORMED BETWEEN YOU AND THE MMA ON THE TERMS SET OUT BELOW

1. By entering this Car Park, You agree to be bound by these conditions of entry (Conditions). If You do not accept and agree to abide by these Conditions, then You should immediately leave the car park by the nearest exit.
2. This Car Park may only be used by persons who are visiting the Market.
3. The MMA may refuse any Vehicle or person for entry to the Car Park at our reasonable discretion.
4. Any person or Vehicle entering the Car Park may be subject to filming or audio recording by closed circuit television, or other surveillance equipment within and surrounding the Car Park for operational, security and public risk reasons and the MMA reserve the right to use such evidence in any dispute. By entering the Car Park You consent to information about Yourself (including images) being recorded by such surveillance equipment and to the MMA disclosing the information recorded to anyone (including law enforcement bodies and persons involved in relevant legal or disciplinary actions) to the extent that the MMA deem such disclosure to be necessary to protect our lawful interests, the public interest or the safety of persons or property at the Car Park.
5. You enter and use the Car Park at Your own risk. There are risks of death, injury, damage and theft in the Car Park. To the full extent permitted by law, the MMA does not accept responsibility for and have no liability for any injury, death, theft, loss or damage whether to person or property (including to Your Vehicle), and You agree to release the MMA from any claims, actions and demands in relation to such matters except to the extent such loss or damage is caused by the MMA's negligence.
6. Without limiting the above, the MMA is not liable for the theft of any Vehicle, any loss or damage to any Vehicle, or any loss or damage caused by any Vehicle in the Car Park except to the extent such loss or damage is caused by the MMA's negligence.
7. To the maximum extent permitted by law, You agree to indemnify the MMA and agree to keep us indemnified against all losses, costs, claims, expenses and other liabilities in respect of, arising from, or contributed to by Your breach of these Conditions, Your use of the Car Park or Your Vehicle. Your liability is reduced to the extent that such loss or claim is caused by the MMA's negligence.
8. While in the Car Park, you must comply with all directions and requests made by the MMA. In particular, You must:
  - a. not cause any obstruction in the Car Park;
  - b. not park anywhere that we designate as a no-parking or reserved area unless You are authorised by the MMA to park in those areas;
  - c. not use the Car Park other than in accordance with the signage and markings in the Car Park and any instructions the MMA may give You; and
  - d. not use parking bays set aside for mobility impaired and/or disabled persons unless You are lawfully entitled to use these bays and You display clearly on the vehicle a current permit.
9. The MMA may deny You access to the Car Park or Your Vehicle, or may enter, move, drive, or park any Vehicle by towing or otherwise, at any time if required by law or reasonably necessary for the safe operation of the Car Park. The MMA will also have the right to prevent exit of a Vehicle until the MMA is provided with evidence of ownership satisfactory to the MMA.
10. The MMA may unlock, enter, move, drive or have towed away, at the owner's expense, any Vehicle in an emergency, if it is causing an obstruction, if it remains in the Car Park after the Car Park closes or if it is thought to be dangerous. The MMA is not liable for any damage caused except to the extent such loss or damage is caused by the MMA's negligence.
11. If a Vehicle is left in the Car Park for a continuous period in excess of 24 hours, then the MMA may move the Vehicle by towing or otherwise at Your expense.

12. You are liable for any loss or damage caused by You or Your Vehicle to the Car Park or any person or property in the Car Park or the Market including, but not limited to, any damage caused by oil or other substances which leak from Your Vehicle.
13. Unauthorised leafletting, fundraising, selling, or promotional activities are prohibited in the Car Park. You must not bring or leave in the Car Park any offensive, hazardous or dangerous substance or thing, nor anything which may be or become a danger, nuisance, or inconvenience to the MMA or to any person lawfully in or about the Car Park or the Market. If You do so You will be trespassing.
14. The use of skateboards, scooters or roller blades within the Car Park is prohibited.
15. The MMA may collect personal information (including Vehicle number plates) about You in order to operate the Car Park, manage operations at the Market, to provide You with services, features and functions related to Your use of the Car Park, and for purposes otherwise set out in our Privacy Policy which can be viewed here <https://melbournemarket.com.au/privacy-policy> and is located on the MMA's website.
16. The information You provide will be collected by or on our behalf and may be disclosed to third parties that help us deliver our services (including information technology suppliers, communication suppliers, and our business partners) or as required by law. The MMA will only use and share personal information as required or authorised by law. If You do not provide this information, we may not be able to grant You entry to the Car Park.

In these Conditions:

**'Car Park'** means all car parks associated with the Market, including all entry and exit ramps, driveways, and walkways.

**'Market'** means the Melbourne Market, Epping.

**'MMA'** means the Melbourne Market Authority ABN 56 160 141 887.

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

**'You'** or **'Your'** means any person who enters the Car Park for any reason, including the driver, or owner of a Vehicle and any passenger in a Vehicle.