TERMS OF USE FOR WEBSITES, LOYALTY PROGRAMME, APPS

(as of 30.08.2021)

1. ACCEPTANCE OF THE TERMS OF USE

By accessing or using our websites, loyalty programmes or mobile apps (collectively referred to as "**services**") provided by Unibail-Rodamco Austria Verwaltungs GmbH (FN 106621x), Donaustadtstraße 1/6. OG, 1220 Vienna or Unibail Management S.A.S., 7 place du Chancelier Adenauer, 75016 Paris, France ("**we**" or "**us**") via various media or devices, you agree to these terms of use ("**Terms of Use**") and undertake to comply therewith.

The Terms of Use constitute a legally binding agreement. If you do not agree to the Terms of Use, please refrain from using the services.

These Terms of Use apply to all services, with some services subject to special conditions (loyalty points collection and geolocation, see below).

Please note that we may offer services that are not governed by these Terms of Use but have been set out in the separate Terms of Use (e.g. special terms of use apply to gift vouchers).

Please note also that if you want to activate, when available, the Loyalty Points Collection you will additionally need to accept and agree to abide and be bound by the Terms of Use of Transaction Connect https://tc-front.transactionconnect.com/resources/scs/de/CGU.pdf.

2. REGISTRATION AND ACCOUNT

THE SERVICES RELATED TO THE LOYALTY PROGRAM ARE ADDRESSED TO USERS OF AN AGE OF SIXTEEN (16) OR ABOVE. THE ACTIVATION OF THE LOYALTY POINTS COLLECTION BEING SUBJECT, FOR USERS UNDER EIGHTEEN (18) YEARS, TO AN AUTHORIZATION OF THE PERSON(S) HAVING THE PARENTAL AUTHORITY.

In order to access our loyalty programme or services through our mobile apps or websites, you may need to create an account with us. The creation of an account and the associated transfer of personal data to us is voluntary.

When you create an account with us, you must complete the registration process and have the following options:

- Create an account using the customer card already issued to you by us earlier (i.e. you enter the code printed on the customer card under the barcode or scan the barcode) and confirm your personal data (i.e. first and last name, date of birth, address, post code, gender, telephone number and email address); for the avoidance of doubt – new physical customer cards are not issued anymore or
- Create an account by providing the information required (i.e. first and last name, email address, date of birth, address, post code, gender, and telephone number) and set a password; or
- Create an account on Facebook or Google.

In any case, you agree to provide us with accurate and complete data and to update your data as necessary.

Once your account has been created, it will automatically be linked to the customer card if we issued it to you before the account was created.

If you are not in possession of a customer card issued by us when the account is created, a virtual customer card will automatically be issued by us when the account is created. You acknowledge that the loyalty programme and the customer card are personally issued to you and are reserved for individuals for their personal, non-commercial use. They are not transferable, and the customer card is not a means of payment. You acknowledge that we may change, suspend or terminate the loyalty programme at any time for any reason.

If you have opted to register via Facebook or Google, you will be prompted to enter your password for Facebook or Google when you access your account. In all other cases, you will be asked to log in using your email address and password.

You agree to promptly notify us of any unlawful use of your account to access the services.

3. EXTERNAL LINKS AND CONTENT

We may provide hypertext links from the services or messages you receive through the services to external websites or Internet resources. We do not monitor the content of external websites or Internet resources.

You expressly agree that we are not responsible or liable for any information, content, products, services or materials on external websites or Internet resources, nor for any alleged or actual damages arising out of accessing or using such information, content, products, services or materials on external websites or Internet resources.

4. PRIVACY AND PROTECTION OF PERSONAL DATA

If you use the services, we will ask you to provide us with your personal data so that we can provide services for which your identity must be proven and to manage and improve our customer relationship. Some data are required to provide and manage the services, while others allow us to get to know you better and to tailor our services to your needs.

The link at.westfield.com/scs/privacypolicy takes you to our Privacy Policy, which explains in detail which personal data are processed, informs you about your rights as a data subject and provides you with all legally required information.

5. INTELLECTUAL PROPERTY

5.1 Our content

The services, which include all software used in connection with the services, and all content (including, but not limited to, text, editorial content, databases, page design, operating system, photos, images, graphics, videos, sounds, maps, logos, trademarks, information, and any parts thereof that include the services) (hereinafter collectively referred to as "**content**") are protected under applicable copyrights, trademark rights, service brands, patents or other intellectual property rights and are either our property or are controlled or licensed by us.

We grant you a personal, non-exclusive, global, non-transferable, limited and revocable license to use the services solely for personal use on a computer or mobile device for the duration of your use of the services.

Unless otherwise stated in these Terms of Use, the services and content may not, in whole or in part, be copied, depicted, reproduced, reused, republished, posted, publicly displayed or performed, transmitted, adapted, translated, otherwise processed, sold, transmitted, sublicensed, reverse engineered, dismantled or be extracted or redistributed in whole or in part on any other medium, except as permitted by applicable law.

Failure to comply with this provision shall constitute a breach of contract and may result in civil or criminal penalties. We and our licensees reserve the right to legally sanction any breach of these terms.

5.2 Your content

You may store or share, create, post, upload, enter, transmit information, texts, editorial content, photos, images, graphics, videos, sounds, news, logos, trademarks, and any material that you submit in connection with your use of the services, or provided such through the services (hereinafter referred to in summary as "**your content**").

The ownership and all ownership rights in respect of your content remains with you. By creating, posting, uploading, entering, transmitting or delivering your content through the services, you grant us and our affiliates a global, royalty-free, non-exclusive, sublicensable and transferable license to use, reproduce, depict, publicly display, publish, adapt, reformat, exploit, and translate your content through any media in connection with the services and to the extent permitted by law. The licence will remain valid for any reason for a period of one year after the closure of your account.

6. YOUR RESPONSIBILITIES

6.1 User content and behaviour

The service features allow you to share your content and information about the services; this includes sharing information through social networks. However, you are and remain solely responsible and liable, under all circumstances, for the use of the services and for all your content.

You undertake not to use your content or services for any unlawful or inappropriate purpose. These include:

- Posting, providing, inputting, uploading, submitting, or the like of your content through the services if they violate public order and common decency or are unlawful, threatening, repressive, harassing, violent, abusive, harmful, distressing, damaging to reputation, obscene, slanderous, offensive, pornographic, invading privacy, hateful, objectionable for reasons of racism, ethics, discrimination or any other reasons, or support illegal actions;
- Posting, providing, uploading, submitting, or otherwise, any of your content through the services where it violates any law, regulation or the rights of any third party; these include copyright, trademarks, trade secrets, patents, intellectual property rights, personal rights, publicity rights and other personal or proprietary rights;
- Posting, providing, inputting, uploading, transmitting or otherwise of "spam", marketing materials, unsolicited or unauthorised advertising or other forms of offers via the services,
- Using viruses, time bombs, cancelbots, malicious programs, worms, malicious code, defects, trojans, corrupted files or other computer code, files or programmes, that may disrupt, destroy,

restrict or obstruct the regular operation of the services, servers or networks connected to the services;
- Any kind of damage or attempted harm to children;
- Creating fake identities with the purpose of deceiving others:
- Using technologies and automated systems, such as “bots”, “spiders”, or “crawlers”, or other means of accessing and storing unauthorised content or non-public spaces;
- Using data mining, robots or similar data collection and extraction tools;
- Attempting to test, probe or scan the vulnerability of a system or network connected to the services or breach security or authentication processes;
- Advertising or attempting to buy or sell goods or services with a commercial background.

We do not monitor the content you publish through our services. We reserve the right, but do not undertake any obligation, to review your content and, at our sole discretion, remove or delete your content if it does not conform to our Terms of Use. We do not monitor or restrict users’ communication with each other through the services.

You expressly acknowledge and agree that if you use the services, you may receive or be confronted with content, goods or services that you may find improper, false, misleading, defamatory, obscene or otherwise objectionable. To the extent permitted by applicable law, you acknowledge that we are not responsible for such content on the services. If you identify unlawful content, please let us know.

Failure to comply with the Terms of Use may result in a warning and/or prompt and immediate suspension or closure of your account, without prejudice to the right to take further action.

6.2 Your liability

You are solely responsible for ensuring the confidentiality of your passwords and account identification. We shall not be liable for the consequences of your account being used by unauthorised third parties. You are also responsible for all activity on your account. We recommend that you set a strong password and change it regularly to reduce the risk of improper access to your account.

In all circumstances, you are and shall remain solely responsible for the content you transfer through the services, your use of the services, and all activity on your account. You are therefore responsible for ensuring proper configuration or taking reasonable steps to protect the security, protection and integrity of your content against attacks; this includes your own data and/or software stored on your computer or mobile device.

You understand and agree that you access, download or otherwise obtain information, materials or data through the services at your sole discretion and risk, and that you are solely responsible for any damage to your computer system or data loss resulting from downloading such information, materials or data.

You must obtain any equipment (computers, mobile devices, etc.) that you use to access and use the services in accordance with applicable laws and regulations, including but not limited to intellectual property rights.

7. OUR RESPONSIBILITIES

The services provided by us are for informational purposes only. Although we make reasonable efforts to ensure that the contents of the services are accurate, complete and up-to-date, we provide the services according to availability and without any guarantee. You expressly state that you use the services at your own risk.

To the legally permissible extent, we reject liability (i) for any damage, loss, or other effects of the use of the services or their content, as well as any content you publish via the services and (ii) vis-à-vis you for indirect damage and loss as well as moral damage, damages from lost profits, revenues, use or data from the use or operation of the services.

You explicitly acknowledge that (i) the services are not free from errors or viruses, (ii) the connection to the services entails the usual risks of connection to and transmission over the Internet and mobile networks, in particular as regards the speed of data transmission, information request or response times to enquiries and technical performance, (iii) we have no control over any external networks or websites that you access while using the services, (iv) we assume no liability for data loss, memory errors, incorrect or delayed delivery of data or materials through the services, and (v) we reject all warranties, express or implied, including those for normal/satisfactory quality or the suitability of the content and services.

8. SPECIAL RULES FOR THE LOYALTY PROGRAMME AND CUSTOMER CARD

Participation in our loyalty programme is free and provides you with offers, promotions and information about our loyalty programme as described on our website.

In order to participate in our loyalty programme, you should create an account with us according to the following instructions. If you would like to apply for a virtual customer card and/or use our services (including the loyalty programme) via our mobile apps or websites, then the general terms and conditions for registration and account ("Registration and account") shall apply.

Our loyalty programme and the customer card are available on request via one of the options described below:

- In the shopping centre: (i) go to the reception of our shopping centre; (ii) enter the required information in the corresponding form on the website of our shopping centre; and you can have access to your card if you are logged in your personal account

- Via our website: (i) visit our website and complete the registration process for the loyalty program on offer, or go to your account on Facebook or Google; (ii) you will receive a personal ID by email; (iii) you can have access to your card if you are logged in your personal account

- By downloading our app: Download the app of your shopping centre e.g. from the App Store or Play Store. You can then sign up for the loyalty card programme using the app. You will receive a loyalty card as a mobile application in your app.

In any case, you agree to provide us with accurate and complete information and to update your information as necessary.

You acknowledge that the loyalty programme and the customer card are issued to you personally and are reserved for personal, non-commercial use. They are not transferable, and the customer card is not a means of payment. You are solely responsible for ensuring the confidentiality of your passwords and account identification. We shall not be liable for the consequences of your account being used by unauthorised third parties. You are also responsible for all activity on your account. You agree to promptly notify us of any unlawful use of your account to access to the services.

The creation of a loyalty programme account is limited to one per person (same name, same e-mail address).

If you do not agree with this process, please use the virtual customer card via our mobile app.

9. SPECIFIC PROVISIONS APPLICABLE TO OUR “LOYALTY POINTS COLLECTION”

You can activate the loyalty points collection (“the Loyalty Points Collection”), as an option of the Loyalty Program. The Loyalty Points Collection is free of charge and allows you to benefit from cashback(s) and personalized offers as further described in the present Terms of Use, on our website and mobile app.

9.1 Definitions

For the purpose of the present Terms of Use, the following terms shall have the following meaning:

a) Participating Store(s)

Participating Store(s) means all stores of our shopping centres except for:

- Bank establishments / cash dispensers
- Ephemeral boutiques / pop-up stores
- Vending machines (food, beverages)
- kiosks (eg in the mall)
- Click and Collect Services
- Casino games / lotteries
- Purchase made online (including Click & Collect)
- Non-retailer amenities (e.g. swimming pool, medical offices…)
- purchase of shopping center vouchers carried out at the reception of the shopping center or via the shopping center website

b) Purchase

Purchase means a purchase of 10 (ten) Euros or more made in the Participating Stores (on-line purchases are expressly excluded) with the synchronized bank account.

c) Eligible Establishment

Eligible Establishment means any of the Austrian establishments (or establishments with a permanent establishment in Austria) mentioned in the list reproduced in Appendix 1.

Please note that, pursuant to Transaction Connect’s (entity responsible for synchronisation with your bank account) discretionary power in this respect, any establishment may be withdrawn from the list of the Eligible Establishments without creating any right to compensation or reimbursement to your benefit.

d) Synchronized Account

Synchronized Account means the account synchronized with your Loyalty Account. The Account is a bank account.

e) Mean(s) of Payment

Mean(s) of Payment will refer to the mean(s) of payment (i.e., payment card(s)) linked to your Synchronized Account).

Please note that, as it is your bank account that is synchronized:

- all Mean(s) of Payment linked to your Synchronized Account will trigger the points collection; and
- you do not need to update your information in case of change of your Mean(s) of Payment (i.e., when you receive a new payment card for example).

9.2 Activation of the Loyalty Points Collection

In order to benefit from our Loyalty Points Collection:

- you will need to have a Loyalty Account; and
- you will need to activate the points collection by synchronizing your bank account with your Loyalty Account. Your bank establishment should be listed as an Eligible Establishment.

Please note that the synchronisation with your bank account will be handled by Transaction Connect (a French company with headquarters at 86, rue du faubourg St Denis 75010 Paris, registered with the Registry of Commerce and Companies of Paris under number 822 619 185).

The activation of the Loyalty Points Collection is made available to you through one of the following options, through our website and mobile app:

- when first subscribing to the Loyalty Program: visit our website or mobile app and complete the dedicated registration form to activate the Loyalty Points Collection; or
- at any time after your registration with the Loyalty Program: a link will be available in your Loyalty Account to enable you to activate the Loyalty Points Collection.

When you choose to activate the Loyalty Points Collection by synchronizing your bank account you will be required to provide to Transaction Connect the following information : Establishment's name / Type of account / Customer Banking ID / Customer Banking account code/other data that may be required by the Establishment and accept the synchronization of your account with your Loyalty Account.

You agree to provide accurate and complete information, as well as to update such information as often as necessary.

9.3 Benefits of the Loyalty Points Collection:

a) Cashback offers

Each Purchase made with the Mean(s) of Payment in the Participating Stores will generate loyalty points as follows:

- Participating Stores: 10 points per Purchase (per day)

Once you reach 200 points:

You will be entitled to receive a cashback offer of 10 (ten) Euros under the only condition that you make an additional Purchase with the Mean(s) of Payment in one of the Participating Stores, within 3 (three) months from the day you reach the 200 points.

Please note that the above mentioned cashback will be paid directly on your Synchronized Bank Account, within 7 (seven) bank working days maximum from the day of the additional Purchase.

Please note that you will be entitled to have a maximum of 4 (four) cashbacks per Loyalty Account per year.

b) Personalized offers

Based on your Purchase(s), We will do our best to negotiate with the Participating Stores some personalized offers for your benefit.

9.4 Loyalty Points validity

Your Loyalty Points will be valid for a duration of 12 (twelve) months from the day of your last Purchase with the Mean(s) of Payment in the Participating Stores.

The Loyalty Points have no commercial value (except for the cashback benefit) and shall not be sold or transferred to a third party.

9.5 General information about the Loyalty Points Collection

Upon the day of your activation of the Loyalty Points Collection, the Purchases made in the Participating Stores with the Mean(s) of Payment will be taken into account subject to the conditions set forth hereinafter.

- We decline all responsibility if your Mean(s) of Payment are not accepted in the Participating Stores or subject to a minimum amount of payment.
- Please note that any Purchase made in several payment instalments will not trigger the Loyalty Points Collection.
- You acknowledge that the Loyalty Points Collection is personal and reserved for individuals for their own and non-professional use. They cannot be transferred.
- You agree that, subject to a prior notice of three months, We may freely modify or suspend the Loyalty Points Collection at any time and for any reasons, as specified in article 16, notably, without this being limitative.
- Several Purchases made the same day in the same Participating Store or in two Participating Stores belonging to the same company and/or acting under the same trademark/denomination will be accounted for only one Purchase for the Loyalty Points Collection.
- As specified in the definition of Purchase above, a spending minimum of 10 (ten) Euros is required per Purchase.
- The number of articles purchased is not taken into account.
- In case of joint bank account: one bank account can be synchronized with only one Loyalty Account of our shopping centre. However, all Means of Payment linked to the joint account will trigger the points collection, for the benefit of the Loyalty Account synchronized with the joint bank account.

9.6 Compliance with the present specific conditions

The deletion/new creation of Your Loyalty Account and/or the deactivation/new activation of the Loyalty Points Collection does not allow you to benefit from more than 4 (four) cashbacks per year.

Subject to your prior consent, information related to your location within our shopping centre may be collected and processed by Us while you are authenticated on our mobile applications for the purposes of measuring the frequency and duration of your visits and your itineraries within our shopping centre. On the basis of such frequency, duration and itineraries, subject to your prior consent, We will grant you loyalty advantages and promotional materials.

The first time that you authenticate on our mobile application, We will seek for your consent to enable the geolocation of your mobile device. If you accept the geolocation of your mobile device, this will be effective immediately and for any further connections on our mobile application and for any further

visits in our shopping centre. You may disable the geolocation of your mobile device at any time through your mobile settings.

If you consent to the geolocation of your mobile device and the sharing of your geolocation data, you agree to the use and sharing of your geolocation data with third parties. For further information, please refer to the privacy policy of your shopping center available here at.westfield.com/scs/privacypolicy.

10. SPECIAL REGULATIONS FOR LOCATION DETERMINATION

Subject to your consent, information about your location within our shopping centre may be collected and processed by us while you are logged in to one of our mobile applications; this will measure the frequency and length of your visits and your movements within our shopping centre. Based on frequency, duration and movements, we will provide you with loyalty benefits and promotional information with your consent.

When you first sign in with your mobile device, we ask for your permission to enable the location feature on your mobile device. If you agree to enable the location feature on your mobile device, it will apply immediately, to all connections in your mobile applications and to all future visits to our shopping centre. You can always disable the location feature in your mobile device settings.

If you agree to activate the location services of your mobile device and share your location, you agree to use and share your location with third parties. For more information, please see our Privacy Policy.

11. ADDITIONAL SERVICES (SUBJECT TO AVAILABILITY IN THE RESPECTIVE SHOPPING CENTER)

We have developed the new “Smart Park” and “In & Out” services to enhance your experience of visiting our shopping centre.

When you log into your customer account to use the “Smart Park” service, we process personal data to determine the location of your vehicle in the parking area of our shopping centre. Along with identifying your respective location, the app will show you the shortest route to your vehicle. However, if you do not sign in to your user account, no personal data will be processed. The location of your vehicle is stored exclusively on your mobile device. This information is not forwarded to our systems.

If you wish to use the “In & Out” service, we will process the personal data you provided us when creating your user account. By means of your licence plate recognition, it is possible for the gate to open automatically when you enter or leave the shopping centre’s car park.

We also process your personal data collected through the use of the “Smart Park” and “In & Out” services, so as to inform you about new services we have developed and which we believe may be of interest to you.

The personal data is not shared with and/or made available to third parties or used for any other purposes than those abovementioned. As a data subject, you benefit from various rights. For additional information regarding these rights and the way you can exercise them, please read the privacy policy of your shopping center available through the following link: at.westfield.com/scs/privacypolicy.

12. PROVISIONS ON COOKIES

When visiting our website, We use cookies and similar technologies to provide you with a good experience and collect information about your use of our website to improve it. You can learn more about such use in the Section below.

12.1 What are cookies?

Cookies are small text files which are placed on your computer or mobile phone when you visit a website. They are widely used in order to make websites work or to work more efficiently. The cookies help website to recognize your device and remember information about your visit (e.g., your preferred language, font size, other preferences and information about your activity).

12.2 How We use cookies?

When you access and use our website, we place cookies in your web browser ("own cookies").

With the help of cookies, we can operate the services requested by you, simplify your navigation of our website and the use of its features in order to ensure a smooth user experience. In particular, there is the "reminder function" for this.

In addition, we also use third-party cookies. In particular, we use Google DoubleClick and Facebook reach advertising to target you based on your interests and to improve reporting on campaign success.

Moreover, we use

- Google Analytics to measure traffic and generate user statistics to understand how visitors access and use our website. We use the information collected from cookies to improve our services and collect aggregate statistics on visitors' use of our site. Please note in this context that Google also uses your personal data collected through the use of Google Analytics on our website for its own purposes. For more information about how Google uses Google Analytics, and how it collects and processes data, see www.google.com/policies/privacy/partners/.

  We use the collected information to compile aggregate statistics about how our Website is used by visitors. That information allows us to detect which contents arouse a greater interest and improve the Website's ergonomics and performance, without identifying any given individuals.

This information is stored for a maximum of thirteen (13) months. You will then be asked again for your consent.

12.3 How can you manage your cookie preferences?

You may discontinue or change your preferences regarding cookies at any time. Please note: if you block all cookies, you may not have access to all features and pages of our website.

With most browsers and devices, you can change your cookie preferences using your browser settings.

You can set your browser so that

- all cookies are automatically rejected or accepted,
- all own cookies and/or third-party cookies are automatically rejected or accepted, or
- you receive notification before cookies are stored so that you have the opportunity to consent.

As such, if you agree to our use of cookies, but wish to revoke said consent at a later date, you can use your browser settings to delete the set cookies and/or change your browser settings to block all or certain other cookies. For instructions, see the “Help” function of your browser. Alternatively, see the following links for managing cookies settings for the most commonly used browsers:

- Chrome https://support.google.com/chrome/answer/95647?hl=en
- Internet Explorer http://windows.microsoft.com/en-US/windows-vista/Block-or-allow-cookies
- Mozilla Firefox https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer
- Safari https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac

Additionally, if you do not want

Google Analytics to be used in your browser, you can

- install the Google Analytics browser add-on via https://tools.google.com/dlpage/gaoptout;
- use the advertising settings,
- use the advertising settings for mobile devices,
- unsubscribe via the opt-out system of the Network Advertising Initiative for Consumers, available via the following link: http://optout.networkadvertising.org/#!/

On the website www.aboutcookies.org, you will also find comprehensive information about how to do this with many other browsers.

You can also use another online service to manage the advertising cookies that are stored on your devices: http://www.youronlinechoices.com/

13. TRANSFER

You authorise us to transfer, assign or delegate your rights and obligations to third parties in accordance with these Terms of Use.

14. SEVERABILITY CLAUSE

If any of these Terms of Use are found to be invalid, void or unenforceable, they will be severed from the remaining parts of the Terms of Use; the latter shall remain valid in full.

15. UPDATING OF THE TERMS OF USE

We will revise these Terms of Use from time to time. Changes to these Terms of Use will become effective upon delivery of the revised Terms of Use via the services. If we make changes that we deem essential and are required under applicable law, we will inform you via the services and, if necessary, obtain your consent.

16. SUSPENSION/MODIFICATION OF THE LOYALTY PROGRAM

Please note that, subject to a prior notice of three months, we will be entitled to modify/suspend the Loyalty Program described, including the Loyalty Points Collection, at any time, without any right to compensation or reimbursement to your benefit.

17. APPLICABLE LAW AND JURISDICTION

These Terms of Use are governed by and construed in accordance with the law of the country in which we are registered and are subject to the exclusive jurisdiction of each country.

Appendix 1: List of Eligible Establishments

1/ Eligible Banking Establishments

1. Raiffeisen Bank - https://www.raiffeisen.at/de/privatkunden.html
2. Volksbank - https://www.volksbank.at/
3. Bank Austria - https://www.bankaustria.at/index.jsp
4. Erste Bank - https://www.sparkasse.at/erstebank/privatkunden
5. ING Austria - https://www.ing.at/
6. Bawag P.S.K - https://www.bawagpsk.com/BAWAGPSK/PK