



Terms of Use

Last updated October 2025

1 Website Terms

- 1.1 This website (**Website**) has been prepared for and on behalf of BPG Caulfield Village Pty Ltd (143 652 493) (and its related entities) and Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) trading as the Melbourne Racing Club (ABN 96 267 203 634) (each, a **Caulfield Place Party**).
- 1.2 Caulfield Place is managed by Essence Communities Pty Ltd (ACN 639 534 740) (and its related bodies corporate) (collectively, **Essence**) for and on behalf of the Caulfield Place Parties. Essence (“**we**”, “**us**” and “**our**”) maintain this Website to provide you and the public with general information about Caulfield Place.
- 1.3 This document sets out the terms and conditions that govern your access to, and use of this Website (**Terms**). Your access to and/or use of this Website constitutes your acceptance and agreement to these Terms. You must not use this Website if you do not agree with these Terms.

2 Use of this Website

- 2.1 You are responsible for all of your actions in connection with use of, and access to, the Website.
- 2.2 You must not:
 - (a) use the Website in breach of any laws, these Terms or in any way that breaches any third party’s rights;
 - (b) tamper with or modify the Website, test or scan vulnerability of the Website, knowingly transmit viruses or other disabling features, or damage or interfere with, the Website;
 - (c) publish or transmit any material to the Website that is abusive, obscene, defamatory or which a reasonable person would otherwise consider to be inappropriate; or
 - (d) copy, display, modify, distribute, broadcast, alter, use for creating derivative works, use for any commercial or public purpose, or tamper with, the Website.

3 Disclaimers and liability

- 3.1 All information contained on the Website is of general nature only. You acknowledge and agree that the information contained on the Website:
 - (a) is not professional advice and cannot be relied on as a substitute for appropriate specialised advice tailored to your circumstances;
 - (b) does not constitute an offer to enter into a legally binding contract or representation about eligibility, financing and/or funding approval or property availability; and
 - (c) does not form part of terms and conditions for any property or service provided by us.
- 3.2 Any images, diagrams, videos or visuals displayed on the Website must be used solely as a visual aid and do not necessarily accurately depict any property or service. You must make your own enquiries in relation to, and in evaluation of, any property or service.



- 3.3 The material on this Website may change from time to time without notice. While we endeavour to keep the material on this Website up to date, there may be delays, errors or omissions in doing so. We and each Caulfield Place Party will not be liable for any such delays, errors or omissions.
- 3.4 To the extent permitted by law, we and each Caulfield Place Party each make no warranty, guarantee or representation about the material on or functionality of this Website, including:
- (a) the Website's availability, security, or that it is free from viruses or other defects; and
 - (b) the quality, accuracy, fitness for purpose, or completeness of material on the Website.
- 3.5 To the extent permitted by law:
- (a) all conditions, warranties and other provisions which might otherwise have been implied into these Terms are expressly excluded; and
 - (b) we and each Caulfield Place Party exclude all liability for any loss or damage, including any consequential loss or indirect loss, loss of data, loss of profit, loss of reputation or loss of business arising in relation to the use or reliance on any part of this Website or any information on this Website (including any Third Party Website, the inability to use any part of this Website or the features on this Website).

4 Cookies and other tools

- 4.1 We may use "cookies" to collect information about usage of this Website (such as IP addresses and other information about devices from our visitors) and to provide a range of website features.
- 4.2 Sometimes, cookies may enable us to aggregate certain information with personal information that we collect and hold about you. All personal information is used in accordance with clause 7.
- 4.3 You can choose if and how a cookie will be accepted by your computer by configuring preferences and options in your internet browser. If you disable cookies, the Website may not function optimally for you and/or you may not be able to access the Website.

5 Third Party content

- 5.1 This Website may contain links to websites operated by third parties (**Third Party Websites**). Unless expressly stated otherwise, Third Party Websites available on the Website must not be construed as an endorsement, approval or recommendation by us or a Caulfield Place Party of any owner and/or operator of such Third Party Website or the information, products or services available on Third Party Websites.
- 5.2 Third Party Websites are provided for your information only. We and each Caulfield Place Party are not responsible for any Third Party Website and make no warranties, guarantees or representations in relation to any Third Party Websites.

6 Intellectual Property

- 6.1 The Website contains material including text, photographs and other images and sound, which is protected by copyright and/or other intellectual property rights. Unless expressly stated otherwise, all copyright, trademarks and other intellectual property rights in the material on the Website are either owned by us or a Caulfield Place Party or licenced to us or a Caulfield Place Party.



- 6.2 Nothing on the Website should be interpreted as granting any rights to use or distribute any names, logos or trademarks, without the express written agreement of the relevant owners.
- 6.3 You must not create a link to this Website from another website or document, unless our prior consent is obtained.
- 6.4 Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions (**Feedback**) will be deemed to be non-confidential. We and/or a Caulfield Place Party are free to reproduce, use, disclose, exhibit, display, transform and distribute the Feedback to others, and any ideas, concepts, know-how or techniques contained in such Feedback for any purposes whatsoever, including developing, manufacturing and marketing products and services incorporating such Feedback.

7 Privacy

- 7.1 Essence and the Caulfield Place Parties are committed to protecting the privacy of individuals and their personal information (as defined in the Privacy Act 1988 (Cth) (Australian Privacy Act) or the New Zealand Privacy Act 2020 (NZ Privacy Act), together the Privacy Law, in respect of individuals within Australia or New Zealand, as the case may be) or personal data (as defined in the General Data Protection Regulation (GDPR) in respect of individuals in the EU).
- 7.2 Collection, storage, use and disclosure of personal information we collect about you in connection with this Website, is governed by Essence's [Collection Notice Statement](#) and [Privacy Policy](#) (as amended from time to time).

8 General

- 8.1 We may amend these Terms at any time, for any reason. The changes will take effect once published on the Website. You should visit the Website regularly to review these Terms. If you do not agree with these Terms at any point, you must not use this Website. By continuing to use the Website, you will be taken to have accepted the latest version of these Terms.
- 8.2 Any failure or delay by us or a Caulfield Place Party to enforce or exercise a power, right or provision of these Terms will not constitute a waiver of those powers, rights or provisions, and the exercise of a power or right by us or a Caulfield Place Party does not preclude our and their ability to exercise that or any other power or right in the future.
- 8.3 If any parts of these Terms are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms, and it will not affect the validity and enforceability of the remaining provisions.
- 8.4 These Terms are governed by, and must be construed according to, the law in force in the State of Victoria, Australia. The Courts in that State will have the exclusive jurisdiction to determine disputes in relation to these Terms.
- 8.5 For any questions, concerns, or complaints about the Website, please contact us at gm@caulfieldplace.com.au
- 8.6 You acknowledge and agree that the provisions of these Terms are intended to be for the benefit of the Caulfield Place Parties, on a joint and several basis. The Caulfield Place Parties are entitled to enforce the provisions of these Terms.

9 Promotional Terms and Conditions



9.1 There are currently no promotions advertised.