

Terms and Conditions of Customer Satisfaction Survey ("Terms and Conditions")

1 DEFINITIONS

"**Agreement**" includes the contract between you and Bingo and includes these terms and conditions in relation to this Survey.

"**Customer Satisfaction Survey**" or "**Survey**" means the Survey sent to a Bingo customer to provide feedback on the Customer's experience.

"**Expiry Date**" means the date specified on the Prize.

"**Prize**" is the gift voucher provided by Bingo on random selection of the winner.

"**Related Bodies Corporate**" means in respect to any legal entity, a company which directly or, indirectly through one or more intermediate legal entities, controls, or is controlled by, or is under common control with that legal entity. For this purpose, "control" means the direct or indirect ownership of in aggregate fifty percent (50%) or more voting capital.

"**We**", "**us**", "**our**" or "**Bingo**" is a reference to Bingo Waste Services Pty Ltd (ABN: 162 988 623) and its officers, Related Bodies Corporate, employees, contractors, subcontractors and agents.

"**You**", "**your**" or "**Recipient**" is a reference to the person and its officers, Related Bodies Corporate, employees, contractors, subcontractors and agents who completes and submits the Survey and is eligible for a prize.

2 Survey Entry

2.1 To enter, you must:

- i) receive the email invitation from Bingo and complete the Survey;
- ii) provide your name and contact details;
- iii) answer all questions; and
- iv) submit your completed survey.

2.2 On the second Thursday of each month, Bingo will randomly select one person who successfully completed the Survey from the list of entrants. The first draw will occur on Thursday 6 February 2020.

2.3 The winner will be contacted by email and if the Prize is not claimed or the winner does not respond or claim the prize within 30 days, their right to the Prize is forfeited and a re-draw will take place for the Prize.

3 Permitted Uses

3.1 The Prize may be redeemed in New South Wales and Victoria only. Where you are located outside of the aforementioned jurisdictions, then the Prize is null and void.

3.2 Bingo employees are ineligible to redeem the Prize.

3.3 Only one person is permitted to complete the Survey and eligible to win a Prize by the Expiry Date.

3.4 In completing the Survey, you agree to be bound by this Agreement. In accepting the Prize, the successful winner will be bound by the terms and conditions of the Prize.

3.5 Your Prize:

- a) cannot be replaced if lost or stolen;
- b) may only be used for purchases as nominated in the voucher prize;
- c) cannot be returned or exchanged for cash;
- d) cannot be used to pay any Bingo accounts;
- e) cannot be partly redeemed;
- f) is non-refundable, non-returnable and/or non-redeemable; and
- g) cannot be assigned or claimed by another person.

4 Warranties and Reservations of Rights

4.1 We reserve the right, amongst others, to:

- a) refuse this offer to any person;
- b) suspend the Survey without any prior notice to you;
- c) modify this Agreement without any prior notice to you;
- d) disqualify persons from the Survey;
- e) void the Prize if we suspect that the Prize was obtained or used fraudulently, unlawfully or otherwise in violation of this Agreement; and
- f) void the Prize if it is lost, stolen and/or destroyed.

5 Limitation of Liability

5.1 Except for any liability that cannot be excluded by law, Bingo (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of this Agreement, including, but not limited to, any loss, theft or destruction, unauthorised access or third party interference, any tax liability incurred, or any liability related to the Survey or for any issues you may have in relation to a Prize.

5.2 You, your officers, Related Bodies Corporate, employees, contractors, subcontractors and agents fully indemnify Bingo (including its officers, Related Bodies

Corporate, employees, contractors, subcontractors and agents) with respect to all loss, claims (including third party claims), costs, expenses and damage of any nature arising directly or indirectly from any act or omission by you, your officers, Related Bodies Corporate, employees, contractors, subcontractors and agents.

5.3 At all times, your sole and absolute remedy under this Agreement and arising out of this indemnity clause, is the replacement of the Prize.

6 MISCELLANEOUS

6.1 This Agreement constitutes the entire agreement between the parties and in relation to its subject matter supersedes all previous agreements, arrangements and representations between the parties.

6.2 The whole or any part of any clause of this Agreement that is illegal or unforeseeable will be severed and will not affect the continued operation of the remaining provisions of the Agreement.

6.3 We collect your personal information in order to conduct this Survey. All entries remain our property. If the information requested is not provided, the entrant may not participate in the Survey. For more information, please see Bingo's privacy policy which is available at <https://www.bingoindustries.com.au/privacy-policy>.

6.4 If any disputes arising out of or in connection with this Agreement cannot be settled by negotiations between the parties within thirty (30) days since the occurrence of the dispute, either party may refer the matter for arbitration to the Resolution Institute. The arbitrator's decision shall be final and binding.

6.5 The laws of New South Wales ("NSW") govern this Agreement and any dispute arising out of it. Each party hereby submits to the non-exclusive jurisdiction of the Courts of NSW and the federal courts of Australia.

6.6 NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION SHALL BE ALLOWABLE.