

Terms and Conditions of Free 4 Metre Marrel Skip Bin Hire Promotion (“Terms and Conditions”)

1. DEFINITIONS

“Agreement” includes the contract between you and Bingo and includes these Terms and Conditions in relation to this Promotion.

“Expiry Date” means 30 November 2021.

“Free Bin Hire” means the free hire of a 4-metre Marrel skip bin from Bingo.

“Promotion” means the promotion run by Bingo until the Expiry Date to receive Free Bin Hire subject to the conditions set out in clause 2 below.

“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 (ACN 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 participates in the Promotion and is eligible for a Free Bin Hire.

2. THE PROMOTION

2.1 You are eligible to participate in the Promotion if you meet the following conditions:

- (a) for the period up to the Expiry Date of the Promotion:
 - i. you register to become an account customer of Bingo; and
 - ii. following such registration, you make three (3) orders for skip bins from Bingo;
- (b) your registered office, principal place of business or ordinary place of residence is in Victoria; and
- (c) you are aged 18 years or over if you are a natural person.

2.2 You agree to be bound by these Terms and Conditions by participating in this Promotion, activating, using or attempting to use the Free Bin Hire and/or exercising any right to redeem the value attributed to the Free Bin Hire as part of the Promotion.

2.3 Upon satisfaction of the conditions in clause 2.1, you may redeem the Free Bin Hire either by:

- (a) submitting the prescribed online form to Bingo (in which case, a representative of Bingo will contact you); or
- (b) contacting Bingo’s call centre on 1300 424 646 and referring to the Promotion.

3. PERMITTED USES

3.1 The Free Bin Hire may be redeemed in Victoria only. Where you are located outside this jurisdiction, the Free Bin Hire is null and void.

3.2 The Free Bin Hire:

- (a) cannot be replaced if lost or stolen;
- (b) may only be used for the specific product as nominated in the Free Bin Hire;
- (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/or
- (g) cannot be assigned or claimed by another person.

3.3 Bingo employees are ineligible to participate in this Promotion or redeem the Free Bin Hire.

4. WARRANTIES AND RESERVATION OF RIGHTS

4.1 You warrant that:

- (a) by activating, using or attempting to use the Free Bin Hire, or exercising any right to redeem Free Bin Hire, you will comply with these Terms and Conditions, Bingo’s policies & procedures (as amended from time to time) as well as all relevant legislation, Codes and regulations both federally and state-wide; and
- (b) you will not use the Free Bin Hire in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to others.

4.2 Notwithstanding any clause contained in these terms and conditions, we reserve the right, amongst others, to:

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

5. LIMITATION OF LIABILITY AND INDEMNITY

- 5.1 To the maximum extent permitted by law, Bingo (including its officers, employees and agents) excludes all warranties, representations or guarantees (**Warranties**) regarding this Promotion and any Free Bin Hires, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of the Free Bin Hires may involve third parties, and Bingo makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions.
- 5.2 Except for any liability that cannot be excluded by law, Bingo (including its officers, employees and agents) excludes all liability (including due to 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 Promotion or 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 Promotion or for any issues you may have in relation to a Free Bin Hire.
- 5.3 You, your officers, Related Bodies Corporate, employees, contractors, subcontractors and agents release and 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.

5.4 At all times, your sole and absolute remedy under this Agreement and arising out of this indemnity clause, is the replacement of the Free Bin Hire.

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 herein that is illegal or unforeseeable will be severed and will not affect the continued operation of the remaining provisions of the Agreement.
- 6.3 Bingo’s privacy policy is available at <https://www.bingoindustries.com.au/privacy-policy>. It contains information about how Bingo will handle your personal information and other information required to be disclosed to you under the *Privacy Act 1988* (Cth). You should read this policy before providing any personal information to Bingo. Bingo will collect personal information in order to conduct this Promotion.
- 6.4 If any disputes arising in relation to this Agreement that 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. 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 This Promotion is conducted by Bingo Waste Services Pty Ltd (ACN 162 988 623).
- 6.7 NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION SHALL BE ALLOWABLE.**