

Terms and Conditions of MyBINGO 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.

“**Prize**” means the gift voucher(s) provided by Bingo on random selection. The total value of the Prize will equal AUD1,000.

“**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 Prize.

2. THE PROMOTION

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

- (a) you are registered on the MyBINGO portal. For more information about registration, please see <https://www.bingoindustries.com.au/mybingo-registration>;
- (b) from 12:00AM AEST on Monday, 1 November 2021 to 11:59PM AEST on Tuesday, 30 November 2021, you place a skip bin order through MyBINGO;
- (c) your registered office, principal place of business or ordinary place of residence is located in Victoria and you are designated by Bingo as a building and demolition customer; and
- (d) you are aged 18 years or over if you are a natural person.

2.2 By satisfying the conditions in clause 2.1 above, you automatically go into the draw to win the Prize. Each skip bin order made by You constitutes one entry into the draw.

2.3 After 30 November 2021, Bingo will randomly select one (1) winner of the Prize from eligible entries.

2.4 The winner of the Prize will be contacted by email within 28 days of the selection. If the Prize is not claimed or the winner does not respond or claim the Prize within 30 days or if the entrant is otherwise ineligible to accept the Prize, their right to the Prize is forfeited and a re-draw will take place for the Prize.

2.5 You agree to be bound by these Terms and Conditions by participating in this promotion and/or activating, using or attempting to use the Prize or by exercising any right to redeem the value attributed to the Prize as part of the promotion.

- 2.6 You will be responsible and will not be reimbursed for any and all expenses that you incur in participating in the promotion or winning a Prize.
- 2.7 We accept no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by Bingo for any reason. Bingo is not liable for any consequences of user error including (without limitation) costs incurred.

3. PERMITTED USES

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

3.2 The Prize:

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

3.3 Bingo employees are ineligible to participate in this promotion or redeem the Prize.

4. WARRANTIES AND RESERVATION OF RIGHTS

4.1 You warrant that:

- (a) by activating, using or attempting to use the Prize, or exercising any right to redeem Prize value, 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 Prize 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 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 AND INDEMNITY

