

## 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(s) sent to a BINGO customer to provide feedback on the Customer's experience.

"**Email Invitation**" means the email from BINGO inviting the Recipient to complete the Survey.

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

"**Prize**" is the gift voucher provided by BINGO, as specified in the Email Invitation being a chance to win one of three \$200 Bunnings gift cards, on random selection of the winner(s).

"**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.

"**Entry Period**" means the period that a Recipient can participate in the Survey with such period being concluded at 11:59pm on 7 April 2024.

"**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** The Survey will be conducted during the Survey Period.

**2.2** Entry is restricted to Recipients that are invited by BINGO and that reside or have a principal place of business in New South Wales, Queensland and Victoria only.

**2.3** To enter, you must:

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

**2.4** Recipients may only make one submission during the Entry Period.

**2.5** The Prize draw(s) will occur on 8 April 2024.

**2.6** The winner will be notified by email to their email address nominated under clause 2.3(ii) and if the Prize is not claimed or the winner does not respond or claim the prize within 30 days of the date they are notified, their right to the Prize is forfeited and a re-draw will take place for the Prize.

### 3 Permitted Uses

**3.1** The Prize is subject to the terms and conditions of the third-party Prize supplier (Bunnings) and those terms and conditions will prevail to the extent there is any inconsistency between those terms and conditions and this Agreement in relation to the use or redemption of the Prize. Bingo accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.

**3.2** Bingo employees are ineligible to redeem the Prize.

**3.3** 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.

**3.4** 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-transferable; 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. By submitting an Entry, Entrants grant Bingo the right to collect, hold, use, display and disclose the information provided, in accordance with our Privacy Policy. 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.**