

## **Terms and Conditions of Promotion ("Terms and Conditions")**

### **1 DEFINITIONS**

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

"**Balance**" means the unspent value of a Card or Code.

"**Card**" means the promotional card given to you as part of the Promotion.

"**Code**" means the digits you obtain as part of the Promotion and that must be entered at check out on an online Bingo portal or provided to Bingo's call centre.

"**Expiry Date**" means the date being **31<sup>st</sup> December 2021**

"**Promotion**" means the promotion run by Bingo until the Expiry Date to receive a benefit or discount for the service of skip bins in total value of the awarded Card/Code.

"**Redeem**" means to reduce the value on the Card/Code to purchase goods or services from Bingo as per the Promotion.

"**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 is in possession of the Card or Code, or who authorises another person to do something with or to the Card/Code on their behalf.

### **2 Card/Code Acceptance**

**2.1** You agree to be bound by these terms and conditions by, activating, using, or attempting to use the Card/Code or by making a transaction enquiry or exercising any right to redeem the value attributed to the Card/Code as part of the Promotion.

**2.2** The validity of the Card/Code commences on the date it is advertised to the public and ends on the Expiry Date, unless expressly otherwise agreed by Bingo in writing. Any unspent value cannot be used or redeemed after the Expiry Date.

### **3 Permitted Uses**

**3.1** Your Card/Code:

(a) is treated as cash and cannot be replaced if lost or stolen;

(b) may only be used for purchases at Bingo;

(c) cannot be returned or exchanged for cash;

(d) cannot be used to pay any Bingo accounts;

(e) cannot be partly redeemed; and/or

(f) is non-refundable, non-returnable and/or non-redeemable.

**3.2** You must have an active and valid Bingo account to redeem the Card/Code. If you do not have a Bingo account, you may not be able to redeem the Card/Code unless you have opened an account with Bingo. Bingo may (acting reasonably) refuse Bingo employees, their family members and friends from participating in the Promotion.

**3.3** Each Card/Code may be redeemed for goods and/or services provided by Bingo in New South Wales and Victoria only. Where the Recipient is located outside of the aforementioned jurisdictions, then the Card/Code is null and void.

**3.5** Each Card/Code is issued for one (1) person and is only able to be redeemed once by the Expiry Date, regardless if you wish to use the full or part of the Card/Code value. If you redeem the Card/Code once, any unused balance that remains on the Card/Code will not be available for use.

### **4 Warranties and Reservations of Rights**

**4.1** You, your officers, Related Bodies Corporate, employees, contractors, subcontractors and agents warrant that:

(a) By activating, using or attempting to use the Card/Code, or by making a transaction enquiry or exercising any right to redeem Card/Code 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;

(b) you will not use the Card/Code in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to others; and

(c) If you are giving a Card/Code to another person, you should ensure that he or she is aware of the terms and conditions that apply to the Card/Code and the relevant Expiry Date;

**4.2** Notwithstanding any clause contained herein and to the extent permitted by law, we reserve the right, amongst others, to:

(a) refuse this offer to any person;

(b) modify or suspend the Promotion;

(c) void the Card/Code if we suspect that the Card/Code was obtained or used fraudulently, unlawfully or otherwise in violation of this Agreement; and

(d) void the Card/Code if it is lost, stolen and/or destroyed.

### **5 Liability the Card**

**5.1** To the extent permitted by law, Bingo excludes all liability (including negligence), for any personal injury, loss or damage (including loss of opportunity, revenue, profits, savings), 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 with the Card/Code and/or any tax liability incurred.

**5.2** You, your officers, Related Bodies Corporate, employees, contractors, subcontractors and agents fully indemnify Bingo 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** Without at all limiting your rights at applicable laws, your remedy under this Agreement and arising out of this indemnity clause, is the replacement of the Card/Code.

### **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. 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.

**6.2** 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.

**6.3** 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.

**6.4 NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION SHALL BE ALLOWABLE.**