

MarketPlace Leichhardt Grinners Kids Loyalty Program Terms and Conditions – Issued 5 August 2013

1 Introduction

- 1.1 This document is known as the MarketPlace Leichhardt Grinners Kids Loyalty Program Terms and Conditions.
- 1.2 This document sets out the full Terms and Conditions of the Grinners Kids Loyalty Program provided by MarketPlace Leichhardt, and will apply to you (the Member) from your first use of your Grinners Kids membership card.
- 1.3 MarketPlace Leichhardt gives no warranty as to the continuing availability of the Grinners Kids Loyalty Program and may in its absolute discretion, at any time cancel the Grinners Kids Loyalty Program or cancel a Membership without prior notice.

2 Your Participation and Membership

- 2.1 Participation is based on Membership Eligibility.
- 2.2 To become a Member you must qualify for Membership Eligibility.
- 2.3 By participating in the MarketPlace Leichhardt Grinners Kids Loyalty Program, and associated promotions, the Member accepts and agrees to these Terms and Conditions. These Terms and Conditions are accepted by you and will be binding on you on your first scan of your Grinners Kids membership card.
- 2.4 By using your Grinners Kids membership card you agree to the collection, use and disclosure of your personal information in accordance with the Privacy Notice, as amended from time to time.
- 2.5 All Members will be assigned a Membership Number. This number will be used for identification purposes by MarketPlace Leichhardt.
- 2.6 Membership cards are not transferable and remain the property of MarketPlace Leichhardt.

3 Grinners Kids Loyalty Program Rewards

- 3.1 MarketPlace Leichhardt may revise these Terms and Conditions from time to time without notice to Members. Since Members are bound by the most current version of these Terms and Conditions, a Member should periodically check the Terms and Conditions. A Member's continued membership of the Grinners Kids Loyalty Program following the posting of any changes to the Terms and Conditions constitutes acceptance of these changes.
- 3.2 Grinners Kids membership cards are not credit or charge cards.
- 3.3 Grinners Kids membership cards are not transferrable or redeemable for cash, and remain the property of MarketPlace Leichhardt.
- 3.4 The Grinners Kids Loyalty Program is promoted by the Promoter.
- 3.5 Grinners Kids Members receive a \$5.00 birthday MarketPlace Leichhardt Gift Card as a prize when the Member scans their Grinners Kids membership card at the Givv Gift Card Kiosk at MarketPlace Leichhardt within the week of their birth date and four weeks after their birth date. Birthday MarketPlace Leichhardt Gift Cards are physically posted to the Member's registered address.
- 3.6 MarketPlace Leichhardt Retailers do not have authority, express or implied, to make any representation, warranty or statement on behalf of MarketPlace Leichhardt and

MarketPlace Leichhardt accepts no liability in respect of such representations, warranties or statements.

- 3.7 MarketPlace Leichhardt are not responsible for any problems or technical malfunction of any telephone network lines, servers or providers, computer equipment, software, technical problems or traffic congestions on a mobile network, or any combination thereof, or any other technical failures including any damage to a participant's or any other person's computer related to, or resulting from, participation in the Grinners Kids Loyalty Program, or the downloading of any materials related to the Grinners Kids Loyalty Program.
- 3.8 If for any reason the Grinners Kids Loyalty Program is not capable of running as planned because of infection by a computer virus, bugs, tampering, unauthorised intervention, technical failures or another reason caused beyond the reasonable control of MarketPlace Leichhardt which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Grinners Kids Loyalty Program, MarketPlace Leichhardt reserves the right in its sole discretion to cancel, terminate, modify or suspend the Grinners Kids Loyalty Program.
- 3.9 MarketPlace Leichhardt reserves the right to suspend or terminate the Grinners Kids Loyalty Program at any time without prior notice. MarketPlace Leichhardt will not be responsible for the suspension or termination of the Grinners Kids Loyalty Program on any account whatsoever including (without limitation) for any outstanding birthday MarketPlace Leichhardt Gift Cards owed to the Member's Account at the time of suspension or termination.
- 3.10 The use of any automated software or any other mechanical or electronic means that allows a Member to automatically apply for Grinners Kids Loyalty Program Membership, obtain Gift Cards or claim Prizes is prohibited.
- 3.11 MarketPlace Leichhardt will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the Grinners Kids Loyalty Program, if the deficiency is occasioned by any cause outside the reasonable control of MarketPlace Leichhardt.

4 Membership Eligibility

- 4.1 Membership of the Grinners Kids Loyalty Program is open to Australian residents aged 12 years or younger.
- 4.2 MarketPlace Leichhardt employees, officers and contractors, its related bodies corporate, Gift Card Suppliers, retailers, retailer staff and/or agencies associated with this Loyalty Program are ineligible for Membership and are deemed invalid.
- 4.3 Members must obtain the consent of their parent or legal guardian to apply for membership of the Grinners Kids Loyalty Program and provide personal information about themselves. Members who apply for Membership without disclosing (or attempting to conceal) their age and/or do not provide the required parental or legal guardian consent (as and where required) will be deemed invalid. These Terms and Conditions will bind the Members and any parent or legal guardian who gives their consent.
- 4.4 To apply for Grinners Kids Loyalty Program Membership, participants or their parental or legal guardian must either:
 - a. Visit www.marketplaceleichhardt.com.au and click through to the membership application

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page for the Grinners Kids and provide their information in the fields as required. A membership card will be allocated and posted to the Member; or

- b. Pick up a Grinners Kids flyer with a Grinners Kids membership card attached from the Givv Gift Card Kiosk at MarketPlace Leichhardt, visit www.marketplaceleichhardt.com.au and click through to the membership application page for the Grinners Kids and provide their information in the fields as required as well as the Grinners Kids membership card number located under the barcode on the reverse of the membership card. Once complete the Member may immediately use the Grinners Kids membership card.

- 4.5 Applicants must be truthful when providing their information in the fields on www.marketplaceleichhardt.com.au. Required details are first name, surname, gender, date of birth, email, street address, postcode, suburb and state.
- 4.6 MarketPlace Leichhardt may refuse any application for membership at their sole discretion.
- 4.7 Incomplete applications will be deemed invalid. No responsibility will be taken for lost or misdirected applications.
- 4.8 MarketPlace Leichhardt is not liable for any delay in replacing a Grinners Kids membership card or for any unauthorised use of a Grinners Kids membership card.
- 4.9 Each Participant is limited to one Grinners Kids membership card and one Grinners Kids Loyalty Program Membership only. Any subsequent applications received from a participant after their first Membership application is received will be deemed invalid.
- 4.10 Any customer caught scanning a Grinners Kids membership card that is not registered in their own name is engaging in fraudulent behaviour and may result in the termination Membership. Termination is at the absolute discretion of MarketPlace Leichhardt.
- 4.11 MarketPlace Leichhardt reserves the right to verify the validity of membership applications and reserves the right to disqualify any participant for tampering with the application process or for submitting an application which is not in accordance with these Terms and Conditions, or if the Member is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Grinners Kids Loyalty Program.

5 MarketPlace Leichhardt Gift Cards

- 5.1 MarketPlace Leichhardt may issue a MarketPlace Leichhardt Gift Card as a Prize to Members who scan their Grinners Kids membership card at the Givv Gift Card Kiosk within the week of their birth date and four weeks after their birth date. MarketPlace Leichhardt may also issue MarketPlace Leichhardt Gift Cards as Prizes in line with any associated promotion of the Grinners Kids Loyalty Program or additional Benefit.
- 5.2 MarketPlace Leichhardt Gift Cards are subject to the terms and conditions that appear on the back of the MarketPlace Leichhardt Gift Card. Complete details of MarketPlace Leichhardt Gift Cards and their usage are available at www.givv.com.au.

- 5.3 MarketPlace Leichhardt Gift Cards may only be redeemed at participating MarketPlace Leichhardt Retailers.
- 5.4 MarketPlace Leichhardt Gift Cards must be used by the expiration date indicated on the reverse of the MarketPlace Leichhardt Gift Card.
- 5.5 MarketPlace Leichhardt Gift Cards may not be redeemed for cash.
- 5.6 MarketPlace Leichhardt Gift Cards cannot be exchanged for any other type, denomination, brand or tender.
- 5.7 MarketPlace Leichhardt is not responsible for, and will not replace misused, lost or stolen MarketPlace Leichhardt Gift Cards.
- 5.8 MarketPlace Leichhardt is not liable for any delay in delivering a MarketPlace Leichhardt Gift Card or for any unauthorised use of a MarketPlace Leichhardt Gift Card.
- 5.9 MarketPlace Leichhardt Gift Cards are not debit, credit or charge cards, are not transferrable and remain the property of MarketPlace Leichhardt.

6 Other Benefits and Special Promotions

- 6.1 If MarketPlace Leichhardt makes available a Grinners Kids Loyalty Program promotion, MarketPlace Leichhardt will specify this, by notice either via mail, email or on display in the Shopping Centre. Terms and conditions specific to that promotion may include such details relating (but not limited) to:
 - c. The promotional period;
 - d. The promotion details; and
 - e. The promotion mechanics
- 6.2 If MarketPlace Leichhardt invites you to a special event, you will be required to present your Grinners Kids membership card to gain admittance or discount.

7 Grinners Kids Loyalty Program Changes

- 7.1 MarketPlace Leichhardt reserves the right at all times to make any changes to these Terms and Conditions, Prizes or Benefits offered at its sole discretion, including but not limited to:
 - a. Changes to rules governing:
 - i. Progress summaries
 - ii. Awarding of Prizes and Benefits
 - iii. Awarding of MarketPlace Leichhardt Gift Cards
 - b. Changes to Benefits offered
 - c. Changes to Membership Eligibility
- 7.2 It is the Grinners Kids Member's sole responsibility to check www.marketplaceleichhardt.com.au for updates and changes to these Terms and Conditions.

8 Lost or Stolen Grinners Kids Membership Cards

- 8.1 You must notify MarketPlace Leichhardt by emailing marketing@marketplaceleichhardt.com.au immediately if your Grinners Kids membership card is lost or stolen.

9 Termination

- 9.1 Subject to clause 7.2, MarketPlace Leichhardt reserves the right to, at its absolute discretion, suspend or terminate the participation by you in the Grinners Kids Loyalty Program if MarketPlace Leichhardt reasonably believes that:

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- a. You have breached these Terms and Conditions
 - b. You have engaged or may engage in fraudulent conduct, or conduct that is suspected to be fraudulent, in relation to your Grinners Kids Loyalty Program Membership; or
 - c. You have engaged or may engage in inappropriate conduct that undermines the legitimate interests of MarketPlace Leichhardt and its retailers (MarketPlace Leichhardt Retailers).
- 9.2 Where MarketPlace Leichhardt intends to terminate your Grinners Kids Loyalty Program Membership in accordance with clause 9.1, MarketPlace Leichhardt may provide you with written notice of such termination.
- 9.3 You may terminate your participation in the Grinners Kids Loyalty Program at any time by giving MarketPlace Leichhardt written notice by emailing marketing@marketplaceleichhardt.com.au. On receiving your written notice of termination from you, MarketPlace Leichhardt will close your Grinners Kids Membership.

10 General Information

- 10.1 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Grinners Kids Loyalty Program.
- 10.2 MarketPlace Leichhardt and its Entities shall not be liable (including, without limitation in negligence) for:
- a. Any loss or damage whatsoever that is suffered (including, but not limited to indirect or consequential loss); or
 - b. Any personal injury suffered or sustained during the course of your participation in the Grinners Kids Loyalty Program or using a MarketPlace Leichhardt Gift Card reward, except for and to the extent that any liability cannot be excluded by law.
- 10.3 Members indemnify and keep indemnified MarketPlace Leichhardt and its Entities against all claims, losses, damages, costs and expenses suffered or incurred by MarketPlace Leichhardt and its Entities or any third parties arising out of the breach of these Terms and Conditions by the Member.
- 10.4 MarketPlace Leichhardt does not accept responsibility for any tax or FBT liabilities or implications that may arise as a result of accepting Prizes that are redeemed in or through this Grinners Kids Loyalty Program. Members are advised to seek independent financial advice in this regard.

11 General Terms

- 11.1 "Benefits" means exclusive Member events, promotions and retailer offers.
- 11.2 "Eligible Visit" means a physical visit to MarketPlace Leichhardt by Grinners Kids Member.
- 11.3 "Gift Card Suppliers" means Givv Gift Cards and their Entities.
- 11.4 "MarketPlace Leichhardt" means the physical shopping centre located on the corner of Marion and Flood Streets, Leichhardt NSW.
- 11.5 "MarketPlace Leichhardt Gift Cards" mean the Gift Cards available from the Givv Gift Card Kiosk, and also Gift Cards that are available for use in participating

MarketPlace Leichhardt Retailers based on their loaded value in Australian Dollars.

- 11.6 "MarketPlace Leichhardt Retailers" means physical shops that currently trade and operate within MarketPlace Leichhardt.
- 11.7 "Member" means a legitimate registered participant of the Grinners Kids Loyalty Program and holder of a valid Grinners Kids membership card with valid Membership Number who is a real person who meets Membership Eligibility requirements and is an active participant.
- 11.8 "Membership" means receiving valid confirmation of participation of the Grinners Kids Loyalty Program.
- 11.9 "Membership Eligibility" means qualifying for Membership of the Grinners Kids Loyalty Program.
- 11.10 "Membership Number" is the seven digit number located on the reverse of a Grinners Kids membership card under the barcode.
- 11.11 "Prize" means a MarketPlace Leichhardt Gift Card offered in association with the Grinners Kids Loyalty Program.
- 11.12 "Shopping Centre" means MarketPlace Leichhardt.
- 11.13 The "Promoter" is Jones Lang LaSalle (NSW) Pty Ltd ABN 37 002 851 925 of MarketPlace Leichhardt 100/122-138 Flood Street Leichhardt NSW 2040 Australia. Jones Lang LaSalle (NSW) Pty Ltd is the managing agent for MarketPlace Leichhardt.
- 11.14 "Entities" means the Promoter and/or Givv Gift Cards, all associated companies, advisors and agencies and all those entities' personnel.
- 11.15 Entities shall not be liable (including, without limitation in negligence) for
- a. Any loss or damage whatsoever that is suffered (including, but not limited to indirect or consequential loss); or
 - b. Any personal injury suffered or sustained during the course of participating in the Grinners Kids Loyalty Program.
- 11.16 Each Member indemnifies and keeps indemnified the Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Member, the conduct of the Member in the Grinners Kids Loyalty Program or the use by the Member of the Prize.
- 11.17 The Promoter does not accept responsibility for any tax of FBT liabilities or implications that may arise as a result of accepting Prizes that are redeemed in this Grinners Kids Loyalty Program. Members are advised to seek independent financial advice in this regard.

12 Privacy Notice

- 12.1 Under the Privacy Act 1998 (cth), the Promoter must tell Members when it collects personal information about them and how it plans to use it. If a Member chooses to participate in the Grinners Kids Loyalty Program, the Member will be required to provide the Promoter with personal information about themselves such as those nominated in Clause 4.5.
- a. The Promoter will collect and use the personal information which the Member has provided for the following purposes: Executing the Grinners Kids Loyalty Program;

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- b. Measuring the Grinners Kids Loyalty Program's effectiveness; and
 - c. Supplying the Member with promotional communications from the Promoter, including newsletters or publications, other marketing and promotional material, competition information and promotional events (personal information may be supplied to contractors to assist the Promoter to execute these communications).
- 12.2 By participating in the Grinners Kids Loyalty Program, a Member consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.
- 12.3 A Member has the right to access most personal information the Promoter holds about them. A Member or members parent(s) or guardian(s) may contact the Promoter by emailing their request access to their information, or if the Member has a complaint concerning their information privacy, to marketing@marketplaceleichhardt.com.au. The Promoter may deny the Member's request for access in some circumstances. If the Promoter does this, it will tell the Member why.
- 12.4 If a Member considers that any information that the Promoter holds about the Member is inaccurate or if at any time the Member's personal information changes, the Member may contact the Promoter by emailing marketing@marketplaceleichhardt.com.au and the Promoter will take reasonable steps to ensure that such personal information is corrected.
- 12.5 The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.