

## MarketPlace Leichhardt VIP Scan to Win Loyalty Program Terms and Conditions

### 1. Introduction

- 1.1 This document is known as the MarketPlace Leichhardt VIP Scan to Win Loyalty Program Terms and Conditions.
- 1.2 This document sets out the full Terms and Conditions of the VIP Scan to Win Loyalty Program provided by MarketPlace Leichhardt, and will apply to you (the Member) from your first use of your VIP Scan to Win Loyalty Program.
- 1.3 MarketPlace Leichhardt gives no warranty as to the continuing availability of the VIP Scan to Win Loyalty Program and may in its absolute discretion, at any time cancel the VIP Scan to Win 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 VIP Scan to Win 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 VIP Scan to Win Loyalty Program.
- 2.4 By using your VIP Scan to Win Loyalty Program 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.

### VIP Scan to Win Card 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 VIP Scan to Win Loyalty Program following the posting of any changes to the Terms and Conditions constitutes acceptance of these changes.
- 3.2 VIP Scan to Win Cards are not credit or charge cards.
- 3.3 VIP Scan to Win Cards are not transferrable or redeemable for cash, and remain the property of MarketPlace Leichhardt.
- 3.4 The VIP Scan to Win Loyalty Program is promoted by the Promoter.
- 3.5 VIP Scan to Win Loyalty Program receive a \$10.00 birthday MarketPlace Leichhardt Gift Card when the Member scans their VIP Scan to Win Loyalty Program at the GiVV Gift Card Kiosk at MarketPlace Leichhardt within one week before their birth date and four weeks after their birth date. Birthday MarketPlace Leichhardt Gift Cards are posted to the Member's registered address.
- 3.6 VIP Scan to Win Card Members will have the chance to win a \$200 MarketPlace Leichhardt each month by simply scanning their VIP Scan to Win Card at the terminal. Winners will be randomly selected via a computer generated draw on the first Monday of the following month at 9:00am. If the Monday falls on a Public Holiday then it will be drawn the following day at 9:00am. Winners will be contacted via email or phone.
- 3.7 VIP Scan to Win Card Members can only scan once per day to enter the monthly draw.
- 3.8 VIP Scan to Win Program also has an instant win program where customers simply scan their card and have the chance to win an instant prize from MarketPlace Leichhardt.
- 3.9 The instant prizes for each participating centre during the Promotional Period will only be valid at MarketPlace Leichhardt who are issuing the voucher (unless otherwise expressly stated) and will include a combination of one or more of the prize types particularised in the table immediately below (collectively prizes and each prize) which will be randomly selected as a Prize:
  - 3.9.1 Gift Vouchers: Up to \$100 x 50 = \$5,000
  - 3.9.2 Food and/or beverage vouchers: Up to \$20 x 400 = \$8,000
  - 3.9.3 Clothing, apparel and/or homewares: Up to \$50 x 20 = \$1,000
  - 3.9.4 Electronic/electronic goods: Up to \$250 x 20 = \$5,000
  - 3.9.5 Holiday Vouchers: Up to \$250 x 10 = \$2,500
  - 3.9.6 Services: Up to \$50 x 50 = \$2,500
- 3.10 Total potential Prize pool for instant prizes value is up to \$24,000
- 3.11 Winners of the monthly draws will be contacted by method of communication selected when joining the program and will be advised that the gift card must be picked up at Centre Management during office trading hours. Winners have three (3) months from the date of notification to collect prize. Uncollected prizes will be forfeited after this time.
- 3.12 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.
- 3.13 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 VIP Scan to Win Loyalty Program, or the downloading of any materials related to the VIP Scan to Win Loyalty Program.
- 3.14 If for any reason the VIP Scan to Win 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

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conduct of the VIP Scan to Win Loyalty Program, MarketPlace Leichhardt reserves the right in its sole discretion to cancel, terminate, modify or suspend the VIP Scan to Win Loyalty Program.

- 3.15 MarketPlace Leichhardt reserves the right to suspend or terminate the Scan to Win Loyalty Program at any time without prior notice. MarketPlace Leichhardt will not be responsible for the suspension or termination of the VIP Cashback Card and Loyalty Program (previous program) on any account whatsoever including (without limitation) for any Shopping Points balance in a Member's Account at the time of suspension or termination.
- 3.16 MarketPlace Leichhardt reserves the right to suspend or terminate a Member's accumulated Shopping Points without prior notice. (Previous Program)
- 3.17 The use of any automated software or any other mechanical or electronic means that allows a Member to automatically apply for VIP Scan to Win Loyalty Program Membership, obtain Gift Cards or claim Prizes/Rewards is prohibited.
- 3.18 MarketPlace Leichhardt will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the VIP Scan to Win 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 VIP Scan to Win Loyalty Program is open to Australian residents aged 16 years or older.
- 4.2 MarketPlace Leichhardt employees, officers and contractors, its related bodies corporate, Gift Card Suppliers, retailers, retailer staff, agencies associated with this Loyalty Program are ineligible for Membership and are deemed invalid.
- 4.3 Members under 18 years of age must obtain the consent of their parent or legal guardian to apply for membership of the VIP Scan to Win Loyalty Program and provide personal information about themselves. Members who are under the age of 18 and 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 (for entrants aged under 18 years).
- 4.4 To apply for Scan to Win Loyalty Program, participants must either:
  - a. Visit [www.marketplaceleichhardt.com.au](http://www.marketplaceleichhardt.com.au) and click through to the membership application page for the Scan to Win Loyalty Program 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 Scan to Win Loyalty Program flyer with a VIP Scan to Win Card attached from the Giv Gift Card Kiosk at MarketPlace Leichhardt, visit [www.marketplaceleichhardt.com.au](http://www.marketplaceleichhardt.com.au) and click through to the membership application page for the VIP Scan to Win Card and provide their information in the fields as required as well as the VIP Scan to Win Card membership number located under the barcode on the reverse of the membership card. Once complete the Member may immediately use the VIP Scan to Win Card.
- 4.5 Applicants must be truthful when providing their information in the fields on [www.marketplaceleichhardt.com.au](http://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 VIP Scan to Win Card or for any unauthorised use of a VIP Scan to Win Card.
- 4.9 Participants can only apply for membership in their own name. MarketPlace Leichhardt and its retailers reserve the right to request a Member to produce (within the requested time) appropriate photo identification or other documentation (to MarketPlace Leichhardt's satisfaction and/or a MarketPlace Leichhardt Retailer's satisfaction, at their sole discretion) in order to confirm identity, age, residential address, Membership Eligibility, and any information submitted by the participant/Member in applying for Membership. If the document required by MarketPlace Leichhardt and/or its retailer(s) is not received within reasonable time, the Member's Membership will be deemed invalid and their Membership revoked.
- 4.10 Each Participant is limited to one VIP Scan to Win Card and Loyalty Program Membership only. Any subsequent applications received from a participant after their first Membership application is received will be deemed invalid.
- 4.11 Any customer caught scanning a VIP Scan to Win Card that is not registered in their own name is engaging in fraudulent behaviour and may result in the termination of both customers' Memberships. Termination is at the absolute discretion of MarketPlace Leichhardt.
- 4.12 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 VIP Scan to Win Card and Loyalty Program

### 5 Prizes

- 5.1 For each promotion, up to the amount of eligible entries as advertised for the Promotion will be drawn from all entries received during the promotional period for that promotion.
- 5.2 Prize packs may contain prize(s) that may include a combination of one (1) or more of the following prize types: MarketPlace Leichhardt Gift Cards, gift vouchers, food and/or beverage vouchers, clothing, apparel and/or homewares, electrical/electronic goods, holiday vouchers and services.
  - 5.2.1 Gift Vouchers: Up to \$100 x 50 = \$5,000
  - 5.2.2 Food and/or beverage vouchers: Up to \$20 x 400 = \$8,000
  - 5.2.3 Clothing, apparel and/or homewares: Up to \$50 x 20 = \$1,000
  - 5.2.4 Electronic/electronic goods: Up to \$500 x 10 = \$5,000

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- 5.2.5 Holiday Vouchers: Up to \$250 x 10 = \$2,500
- 5.2.6 Services: Up to \$50 x 50 = \$2,500
- 5.3 Total potential Prize pool for instant prizes value is up to \$24,000
- 5.4 Monthly prize draws in the amount of \$200 per month issued in the scan to win promotion. Based on a one year licence, total prize pool for scan to win equals \$2,400.
- 5.5 Birthday prizes to the value of \$10 each per member with member celebrating birthday in the month. Quantities not specified as amounts will vary with member sign ups etc. Average birthday members based on 2014 and 2015 highlight an average issuance of 60 x \$10 per month equalling \$600 and based on one year making it a total of \$7,200.
- 5.6 Prizes are not transferable, refundable or exchangeable and cannot be taken as cash (unless otherwise indicated). A prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implication that may arise from the prize winnings.

### 6. MarketPlace Leichhardt Gift Cards

- 6.1 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](http://www.givv.com.au).
- 6.2 MarketPlace Leichhardt Gift Cards may only be redeemed at participating MarketPlace Leichhardt Retailers.
- 6.3 MarketPlace Leichhardt Gift Cards must be used by the expiration date indicated on the reverse of the MarketPlace Leichhardt Gift Card.
- 6.4 MarketPlace Leichhardt Gift Cards may not be redeemed for cash.
- 6.5 MarketPlace Leichhardt Gift Cards cannot be exchanged for any other type, denomination, brand or tender.
- 6.6 MarketPlace Leichhardt is not responsible for, and will not replace misused, lost or stolen MarketPlace Leichhardt Gift Cards.
- 6.7 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.
- 6.8 MarketPlace Leichhardt Gift Cards are not debit, credit or charge cards, are not transferrable and remain the property of MarketPlace Leichhardt.

### 7. Other Benefits and Special Promotions

- 7.1 If MarketPlace Leichhardt makes available a special VIP Scan to Win Card 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:
  - a. The promotional period;
  - b. The promotion details; and
  - c. The promotion mechanics
- 7.2 If MarketPlace Leichhardt invites you to a special event, you will be required to present you VIP Scan to Win to gain admittance or discount.

### 8. VIP Scan to Win Card and Loyalty Program Changes

- 8.1 MarketPlace Leichhardt reserves the right at all times to make any changes to these Terms and Conditions, Prizes or Benefits offered at its sole discretions, including but not limited to:
  - a. Changes to rules governing:
    - i. Progress summaries
    - ii. Awarding of MarketPlace Leichhardt Gift Cards
  - b. Changes to benefits offered
  - c. Changes to Membership Eligibility
- 8.2 It is the VIP Scan to Win Card Member's sole responsibility to check [www.marketplaceleichhardt.com.au](http://www.marketplaceleichhardt.com.au) for updates and changes to these Terms and Conditions.

### 9. Lost or Stolen VIP Scan to Win Cards

- 9.1 You must notify MarketPlace Leichhardt by emailing [marketing@marketplaceleichhardt.com.au](mailto:marketing@marketplaceleichhardt.com.au) immediately if your VIP Scan to Win Card is lost or stolen.

### 10. Termination

- 10.1 Subject to clause 8.2, MarketPlace Leichhardt reserves the right to, at its absolute discretion, suspend or terminate the participation by you in the VIP Scan to Win Loyalty Program if MarketPlace Leichhardt reasonably believes that:
  - 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 VIP Scan to Win and Loyalty Program
  - c. You have engaged or may engage in inappropriate conduct that undermines the legitimate interests of MarketPlace Leichhardt and its retailers.
- 10.2 Where MarketPlace Leichhardt intends to terminate your VIP Scan to Win Card and Loyalty Program Membership in accordance with clause 8.1, MarketPlace Leichhardt may provide you with written notice of such termination.

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10.3 You may terminate your participation in the VIP Scan to Win Card and Loyalty Program at any time by giving MarketPlace Leichhardt written notice by emailing [marketing@marketplaceleichhardt.com.au](mailto:marketing@marketplaceleichhardt.com.au). On receiving your written notice of termination from you, MarketPlace Leichhardt will close your VIP Scan to Win Card Account.

### 11. General Information

11.1 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the VIP Scan to Win Card and Loyalty Program.

11.2 MarketPlace Leichhardt and its Entities shall not be liable (including, without limitation in negligence) for

- Any loss or damage whatsoever that is suffered (including, but not limited to indirect or consequential loss); or
- Any personal injury suffered or sustained during the course of your participation in the VIP Scan to Win Card and Loyalty Program or using a MarketPlace Leichhardt Gift Card reward, except for and to the extent that any liability cannot be excluded by law.

11.3 VIP Scan to Win Card Members indemnify and keeps 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.

11.4 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 VIP Scan to Win Card and Loyalty Program. Members are advised to seek independent financial advice in this regard.

### 12. General Terms

12.1 "Benefits" means exclusive Member events, promotions and retailer offers.

12.2 "Eligible Visit" means a physical visit to MarketPlace Leichhardt by the VIP Cashback Card Member.

12.3 "Gift Card Suppliers" means Givv Gift Cards and their Entities.

12.4 "MarketPlace Leichhardt" means the physical shopping centre located on the corner of Marion and Flood Streets, Leichhardt NSW.

12.5 "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.

12.6 "MarketPlace Leichhardt Retailers" means physical shops that currently trade and operate within MarketPlace Leichhardt.

12.7 "Membership" means receiving valid confirmation of participation of the VIP Cashback Card and Loyalty Program.

12.8 "Membership Eligibility" means qualifying for Membership of the VIP Scan to Win Card and Loyalty Program.

12.9 "Membership Number" is the seven digit number located on the reverse of a VIP Scan to Win Card under the barcode.

12.10 "Prize" means a MarketPlace Leichhardt Gift Card offered in association with the VIP Scan to Win Card.

12.11 "Shopping Centre" means MarketPlace Leichhardt

12.12 The "Promoter" is JLL (NSW) Pty Ltd ABN 37 002 851 925 of MarketPlace Leichhardt 100/122-138 Flood Street Leichhardt NSW 2040 Australia. JLL (NSW) Pty Ltd is the managing agent for MarketPlace Leichhardt.

12.13 "Entities" means the Promoter and/or Givv Gift Cards, all associated companies, advisors and agencies and all those entities' personnel.

12.14 Entities shall not be liable (including, without limitation in negligence) for

- Any loss or damage whatsoever that is suffered (including, but not limited to indirect or consequential loss); or
- Any personal injury suffered or sustained during the course of participating in the VIP Scan to Win Card and Loyalty Program.

12.15 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 VIP Scan to Win Card and Loyalty Program or the use by the Member of the Prize.

12.16 The Promoter 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 this VIP Scan to Win Card and Loyalty Program. Members are advised to seek independent financial advice in this regard.

### 13. Privacy Notice

13.1 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 VIP Scan to Win Card and Loyalty Program, the Member will be required to provide the Promoter with personal information about themselves such as those nominated in Clause 16.

13.2 The Promoter will collect and use the personal information which the Member has provided for the following purposes:

- Executing the VIP Scan to Win Card and Loyalty Program;
- Measuring the VIP Scan to Win Card and Loyalty Program's effectiveness; and
- 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).

13.3 By participating in the VIP Scan to Win Card and Loyalty Program, a Member consents to the collection and use of his or her information in the manner outlined in these Terms and Conditions.

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- 13.4A Member has the right to access most personal information the Promoter holds about them. A Member 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](mailto: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.
- 13.5 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](mailto:marketing@marketplaceleichhardt.com.au) and the Promoter will take reasonable steps to ensure that such personal information is corrected.
- 13.6 The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.