

Terms and Conditions *for merchants*

The myToddMall buy local incentive program (the "Program") is a web application developed by the City of Darwin and used under licence by Alice Springs Town Council ("we", "us" or "Council") to encourage economic stimulus that supports both community and its local businesses directly. It is a free service for users and businesses to participate.

How Does the Program Work?

Council will provide funds to the value of \$70,000 to be used by the community in the form of subsidised digital vouchers. Every registered user (the "Customer") will receive weekly vouchers, with a combined value of \$40 to redeem at participating eligible Todd Mall businesses. A Customer will receive 2 x \$5, 1 x \$10, 1 x \$20 point of sale discount (the discount) amounts and these will be valid up until the Program's pool of funds are fully redeemed and the stimulus program ceases.

There is a minimum spend required to use the discounts. Refer to General 1.5 for more details.

Every Customer who redeems myToddMall discounts will be replenished with the equal value of the subsidised discounts the following week until the pool of funds are redeemed.

E.g.: Customer A uses a myToddMall discount of \$20 at a merchant on the 8th of July, it will be replenished with an equal myToddMall discount value of \$20 on the 20th of July. This replenishment will continue each week until the Program funds have been fully utilised.

The business ("you" or the "Merchant") is to redeem the discount value from an online portal. The value of discounts redeemed will be paid by Council as per the payment term.

Definition of Terms

ABN - Australian Business Number is a unique 11-digit code assigned to a business by the Australian Taxation Office (ATO).

ACN - Australian Company Number is a unique 9-digit code assigned to a company by the Australian Taxation Office (ATO).

ABR - The Australian Business Register is the storage of business and organisation details by the Australian Government.

Customer - Any person who has registered and been approved to use myToddMall discount vouchers.

Fortnightly Payment Period - A period of fourteen (14) consecutive days commencing on a Monday and ending on the second Sunday thereafter.

Merchant - Any eligible business operating within the Todd Mall Project Area with an approved registration to participate in the Program.

myToddMall discount voucher - A subsidised digital discount issued by Council for the myToddMall stimulus program.

OTP-SMS - A one-time passcode generated by short messaging service for Customers to receive on their mobile phones.

POS - Point of sale device or terminal used by Merchants to accept payments and carry out business Transactions.

Program - The myToddMall buy local incentive program.

Terms and Conditions - The terms and conditions that apply to the Program and use of the myToddMall discount vouchers contained in this document including any schedules and any variations made from time to time.

Todd Mall Project Area - The area nominated for the purposes of the Program, as shown in Annexure A - Todd Mall Project Area Map.

Transaction - Payment for goods or services in conjunction with a myToddMall discount voucher.

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1. General

1.1. The myToddMall discount voucher values are in Australian dollars and do not include Goods and Services Tax (GST).

1.2. The myToddMall discount vouchers are only valid up until the Program's pool of funds are expended. When the Program budget ceases, any unused myToddMall vouchers will be void.

1.3. The progress of the Program's pool of available funds will be updated on the Merchant's User Dashboard. The Merchant must check the dashboard for available Program funds, prior to accepting a myToddMall discount voucher.

1.4. The myToddMall discount voucher can be used to part-pay for goods or services.

1.5. Merchants may only redeem a myToddMall discount voucher for a Transaction with a value of at least the following minimum spend (inclusive of GST):

- Use of \$5 myToddMall discount voucher – a minimum spend of \$20 (inclusive of myToddMall discount value)
- Use of \$10 myToddMall discount voucher – a minimum spend of \$50 (inclusive of myToddMall discount value)
- Use of \$20 myToddMall discount voucher – a minimum spend of \$100 (inclusive of myToddMall discount value)

1.6. The myToddMall discount voucher must be presented to the Merchant by the Customer, and then validated and redeemed by the Merchant, at the time of the Transaction.

1.7. The myToddMall discount voucher can only be redeemed at approved and registered participating Todd Mall businesses.

1.8. The myToddMall discount voucher cannot be used for any Transaction involving alcohol, tobacco or gambling.

1.9. The myToddMall discount voucher cannot be used to pay for illegal products or services.

1.10. The myToddMall discount voucher is considered redeemed when status of the unique 5-digit code displays 'Redeemed' in the Customer, Merchant and Council myToddMall web-based interface.

1.11. A myToddMall discount voucher may only be used once. Full value of a myToddMall discount voucher must be redeemed by the Merchant at the time of transaction / point of sale.

1.12. If any error occurs, or redemption attempt fails, it must be reported immediately to the myToddMall support team, along with supporting evidence (e.g. screenshots), and emailed to: regeneratingthealicetc@astc.nt.gov.au.

1.13. Only one myToddMall discount voucher may be used per Transaction.

1.14. Use of a myToddMall discount voucher is limited to one Transaction per Merchant per week to support the broad stimulus objective of the Program.

1.15. All available myToddMall discount vouchers received by a Customer can be used weekly if used at different Merchants.

- Example 1: During a Week, Customer uses a \$5 voucher at Merchant A, a \$10 voucher at Merchant B, and \$20 discount voucher at Merchant C.

- Example 2: During a Week, Customer uses a \$5 voucher at Merchant A. No other discount voucher can be used with Merchant A during the same Week.

- Example 3: During a Week, Customer uses a \$5 voucher at Merchant A. The following Week, Customer may again use a replenished \$5 voucher at Merchant A.

At the point of sale, the Customer must pay the difference between the total goods and services purchased plus the appropriate GST less the value of the voucher.

E.g.: The total sale is \$22 (Inclusive of \$2 GST) – This will

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include the \$5 myToddMall discount voucher and the \$17 balance payment from the Customer.

1.16. The myToddMall discounts are non-transferrable and non-refundable.

1.17. Council reserves the right to not honour myToddMall discount voucher where the Program funds have been fully expended or there has been a breach of the Terms and Conditions by the Merchant.

2. Merchants

2.1 Eligible businesses wishing to participate in the Program must submit an application for registration by emailing regenerating@thealicetc.com.au. Participation in the Program is subject to Council approval.

2.2 By applying for registration, you agree to be bound by the Terms and Conditions if your registration is approved by Council.

2.3 You must have your own device (computer, smart phone or tablet) that can access the myToddMall portal via a web browser to redeem myToddMall discounts at the time of Transaction.

2.4 To minimise risk of fraud, you must only accept the myToddMall discount voucher code from the myToddMall Customer's 'User Dashboard' interface. You must not accept printed or digital copies (e.g. screenshot) or verbal declaration (e.g. over the phone) of myToddMall discount voucher details presented by the Customer.

2.5 Without limiting any other remedies available to Council at law or in equity, Council reserves the right to, without notice, temporarily or indefinitely suspend, or terminate, your registration if:

- you breach any provision of the Terms and Conditions; or
- the Council is unable to verify or authenticate any information that you provide to us.

2.6 You indemnify and hold harmless Council and its employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- your use of, or connection to, this site; or
- your negligence or misconduct, breach of the Terms and Conditions or violation of any law or the rights of any person.

2.7 You are solely responsible for your interactions with the Customer and Council is not a party to any Transactions between you and any Customer.

2.8 This Program is provided strictly on an "as is" basis. To the maximum extent permitted by law, Council and its employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this Program or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this Program will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this Program will meet your requirements or expectations;
- anything on this Program, or on any third-party website referred or linked to in this Program, is reliable, accurate, complete or up-to-date;
- errors or defects will be corrected; or
- this Program or the servers that make it available are free of viruses or other harmful components.

2.9 To the maximum extent permitted by law, Council and its employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or

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damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, the Terms and Conditions or the use of this Program by you or any other person.

2.10 You agree that your use of this Program is at your own discretion and risk. You agree to release Council and its employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from the Terms and Conditions or the use of this Program by you or any other person. Council may plead this release as a bar and complete defence to any claims or proceedings.

3. Merchant Eligibility

3.1 To be eligible, the Merchant must:

- be a GST-registered business with a valid ABN or ACN.
- have an annual turnover less than \$10 million.
- be a business operating within the Retail, Hospitality, Personal Care or Tourism sectors.
- have been operational for over 6 months at the time of registration.
- operate a physical shopfront within the Todd Mall Project Area.

4. Redemption of myToddMall discount

4.1 Merchant must input the myToddMall discount voucher alpha-numeric code and total sale value of the Transaction at the time of sale, for redemption. If a Merchant does not comply with this clause the Merchant will not receive a rebate from Council for the myToddMall discount voucher.

4.2 Merchant must sight the myToddMall discount voucher code from the Customer's myToddMall portal to ensure validity. Printed or digital copies (e.g. screenshot) or verbal declaration (e.g. over the phone) of myToddMall

discount voucher details must not be accepted.

4.3 The myToddMall discount voucher is considered redeemed when recorded in the Customer, Merchant and Council's myToddMall interface. The Merchant must generate an invoice for the Transaction. The GST must be calculated on the full value of the Transaction. E.g.: The total sale is \$22 (Inclusive of \$2 GST) – This will include the \$5 myToddMall discount voucher and the \$17 balance payment from the Customer.

4.4 Merchant agrees to be audited by Council if required by presenting proof of Transaction showing the matching total sale value, myToddMall discount voucher value applied and date of Transaction. The proof can be in the form of POS report or tax invoice.

4.5 It is the Merchant's responsibility to train their staff on the Program and the redemption process.

5. Payments

5.1 Council will, on a fortnightly basis, download and review redeemed voucher transactions recorded in the myToddMall portal for the purpose of processing reimbursement payments.

5.2 Council will generate a Payment Statement on behalf of the Merchant for all approved, unpaid redeemed vouchers. The Payment Statement and corresponding list of approved redeemed vouchers will be used by Council to process payment to the Merchant. A copy of the Payment Statement and voucher listing will be provided to the Merchant's finance contact. The Payment Statement is not a tax invoice and does not replace the Merchant's obligation to issue and retain valid transaction records, including tax invoices where required.

5.3 Council will process reimbursement payments to participating Merchants within 14 days of the end of each fortnightly Payment Period.

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5.4 The Council may request proof of transactions from the Merchant. If requested, the Merchant must provide all supporting documentation prior to Council issuing the Payment Statement. It is the Merchant's responsibility to ensure that all invoices and supporting documentation are complete and accurate.

5.5 Merchants must advise the Council within 3 days if they are no longer registered for GST.

5.6 The Council is registered for GST and will advise the Merchants within 3 days if it is no longer registered for GST.

6. Privacy

6.1 Council will collect and use information that is necessary for the purpose of this Program.

6.2 It is the responsibility of the Merchant to ensure all information provided is accurate.

6.3 All personal data is stored within Australian borders and will not be shared with third parties except for the use of this Program.

6.4 If you wish to learn more about Alice Springs Town Council's approach to privacy please visit www.alicesprings.nt.gov.au

7. Variation

7.1 Council may from time to time amend the Terms and Conditions and any such changes will be published on the Council's website and otherwise notified to Merchants and unless otherwise noted, will be effective from the date of publication. By continuing to accept the myToddMall discount vouchers in conjunction with a Transaction, Merchants agree to be bound by the varied Terms and Conditions

7.2 The Merchant may apply to vary or amend the Terms and Conditions only by written application, and subsequent agreement by Council.

8. Governing law and jurisdiction

8.1 These Terms and Conditions will be governed in all respects by the laws of the Northern Territory of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Northern Territory and the courts of appeal from them.

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Annexure A – Todd Mall Project Area Map

