

Terms and Conditions *for customers*

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 will cease.

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 13th of July. This replenishment will continue each week until the Program funds have been fully utilised.

Definition of Terms

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

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 Program.

OTP-SMS – A One-Time Password (OTP) generated by short messaging service (SMS) received via mobile phone by registered Customers.

Program – The myToddMall buy local incentive program.

Week – A period commencing at 12:00 am Monday and ending at 11:59 pm Sunday (Australian Central Standard Time).

Terms and Conditions – The terms and conditions that apply to the Program and use of the myToddMall discount vouchers contained within this document, including any schedules and 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 the redemption of a myToddMall discount voucher.

1. General

1.1 The myToddMall discount voucher values are in Australian dollars and 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 Customer’s User Dashboard. The Customer can check the dashboard daily for available

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Program funds, prior to making any purchase.

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

1.5 The following minimum spend per transaction (inclusive of GST) applies to the Program:

- 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 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. Customers

2.1 By applying for registration, the Customer agrees to be bound by the Terms and Conditions.

2.2 The Customer must live in, work in, or be visiting Alice Springs to utilise this Program.

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2.3 A Customer may only register once. Multiple registrations, using different email addresses or mobile numbers, by the same person are not permitted.

2.4 A Customer must agree to receive an OTP-SMS on a mobile for password validation.

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, a Customer's registration if:

- The Customer has breached any provision of the Terms and Conditions;
- Council is unable to verify or authenticate the information the Customer has provided; or
- Council believes that the Customer's actions may cause damage and/or legal liability to Council or any other person.

2.1 The Customer is solely responsible for their interactions with the Merchant. Council is not a party to any transactions between the Customer and the Merchant.

2.2 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 the Customer's 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;
- the quality of any information or other material purchased or obtained through this Program will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this Program or the servers that make it available are free of viruses or other harmful components.

2.3 To the maximum extent permitted by law, Council and its employees, agents, consultants, licensors, partners and affiliates exclude all liability to the Customer, or any other person for any loss, cost, expense, claim or 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 & Conditions or the use of this Program by the Customer, or any other person.

2.4 The Customer agrees that their use of this Program is at their own discretion and risk. The Customer agrees to release Council and its employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that the Customer may have against any of them arising from the Terms & Conditions, or the use

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of this Program by the Customer or any other person. Council may plead this release as a bar and complete defence to any claims or proceedings.

3. Customer Eligibility

To be an eligible, the Customer:

- Must have an email address and mobile number that have not been used previously to register with the Program.
- Must be 18 years or older at the time of registration.
- Requires a smart device (mobile phone or tablet) that can access the myToddMall portal, via a web browser, in order to present myToddMall discount vouchers to a Merchant at time of transaction.

Council may revoke the registration of a Customer who has breached the Terms and Conditions.

4. Redemption of a myToddMall discount voucher

4.1 To redeem, the Customer must present to the Merchant the myToddMall discount voucher code from the myToddMall Customer's 'User Dashboard' interface. Printed or digital copies (e.g. screenshot) or verbal declaration (e.g. over the phone) of myToddMall discount voucher details will not be accepted by the Merchant.

5. Privacy

- 5.1 Council will only collect and use Customer information that is necessary to offer and improve this Program.
- 5.2 It is the responsibility of the Customer to ensure all information provided is accurate.
- 5.3 All personal data is stored within Australian borders and will not be shared with third parties except for the use of this Program.
- 5.4 If you wish to learn more about Alice Springs Town Council's approach to privacy please visit www.alicesprings.nt.gov.au

6. Variation

- 6.1 Council may from time to time amend the Terms & Conditions and any such changes will be published on the Council's website or otherwise notified to Customers and unless otherwise noted, will be effective from the date of publication. By using or redeeming a myToddMall discount voucher, Customers agree to be bound by the then-current Terms and Conditions
- 6.2 The Customer may apply to vary or amend the Terms & Conditions only by written application, and subsequent agreement by Council.

7. Governing law and jurisdiction

7.1 The Terms & Conditions will be governed in all respects by the laws of the Northern Territory. 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

