

Terms and Conditions for Customer Participation in The Wednesday Social Voucher Promotion at The Rocks

1. Application and acceptance of Terms and Conditions

1.1 Place Management NSW (“PMNSW”) is delivering The Wednesday Social Voucher Promotion at The Rocks (“Promotion”). As part of the Promotion, Customers can receive a \$10 voucher (“Voucher”) which is redeemable at any Participating Retailer at The Rocks every Wednesday in August 2022. The Vouchers can be used for purchasing food and/or non-alcoholic beverages at participating restaurants, cafes, takeaway venues, bars, wineries, pubs, clubs and other food service venues at The Rocks. The Vouchers cannot be used for food delivery services, tobacco, alcohol or gambling.

1.2. These Terms and Conditions apply to individuals who are participating in the Promotion.

1.3. By participating in the Promotion you agree to be bound by these Terms and Conditions.

2. Definitions and interpretation

2.1. In these Terms and Conditions, unless the context otherwise requires:

“**Customer**” or “**individual**” means you, the person participating in the Promotion by redeeming a Voucher at a Participating Retailer.

“**Operating Dates**” means the dates 3, 10, 17, 24 and 31 August 2022, being each Wednesday in August 2022.

“**Participating Retailer**” means a business that is participating in the Promotion and whose participation in the Promotion has not been suspended or cancelled.

“**PMNSW**” refers to Place Management NSW.

“**Terms and Conditions**” means these Terms and Conditions for Customer Participation in The Wednesday Social Voucher Promotion.

“**Vouchers**” means The Wednesday Social Vouchers issued by PMNSW for the value of \$10AUD each redeemable at Participating Retailers.

2.2. Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to “person” includes a natural person, company, body corporate or other form of legal entity, and reference to “including” and “includes” and “for example” is to read as if followed by “without limitation”.

2.3. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

3. Conditions of Customer participation in the Promotion

3.1. A Customer participating in the Promotion must:

(a) comply with the law at all times, including public health orders and COVID-19 restrictions

(b) only redeem a Voucher at a Participating Retailer in The Rocks. Customers should check the list of participating retailers on The Rocks website at <http://www.therocks.com/whats-on/campaigns/the-wednesday-social>. This list can be updated at any time.

(c) only redeem each \$10 Voucher once. Drawdowns on or credit notes for Voucher value are not permitted. If a Customer uses less than the \$10 value of the Voucher, the remaining value is forfeited and may not be used by the Customer nor reimbursement sought for it by the Participating Retailer.

(d) only redeem a Voucher at a physical store or venue. Vouchers cannot be redeemed for online-only services or deliveries or for the purchase of a gift voucher.

(e) only redeem a Voucher while it is valid on the Operating Dates and until the expiry date displayed on the Voucher.

(f) only redeem a Voucher in accordance with the booking policies of the Participating Retailer at which the Customer is redeeming the Voucher.

(g) only one Voucher per Customer can be used in one transaction.

3.2. A Voucher amount is fixed and cannot be customised. Vouchers cannot be reloaded or topped up.

3.3. A Customer can use Vouchers to split their bill in the following ways:

(a) individuals can pay bills with a Voucher(s) and other payment method

(b) for groups, each individual can present their Voucher(s) to pay towards their portion of the bill (if the business allows bill-splitting)

3.4. Vouchers can be used in conjunction with other discounts at the discretion of the Participating Retailer.

3.5. Vouchers are non-refundable and cannot be exchanged for cash.

3.6. Customers are responsible for ensuring they have enough money to pay for any goods or services purchased, including covering the cost of the Voucher if the Participating Retailer does not accept the Voucher or the Voucher has already expired.

3.7 Vouchers cannot be:

(a) redeemed as a gift or “tip” to a Participating Retailer

(b) redeemed in exchange for tobacco, alcohol, gambling or adult services

(c) redeemed if the Voucher has been suspended or cancelled or if the Promotion has been suspended or terminated

(d) exchanged for cash, a gift voucher or a credit note from the Participating Retailer

3.8. Customers may report a Participating Retailer’s alleged failure to comply with Terms and Conditions by contacting PMNSW and The Rocks Team at pag.contactustherocks@property.nsw.gov.au.

3.9. Notwithstanding any other provision in these Terms and Conditions, PMNSW may exclude a Customer from participating in the Promotion or suspend or cancel Vouchers for any reason, including if the Customer fails to comply with these Terms and Conditions.

3.10. Notwithstanding any other provision in these Terms and Conditions, PMNSW may take civil and/or criminal action, including referral to NSW Police, where PMNSW reasonably suspects that a Customer has failed to comply with the law or these Terms and Conditions.

3.11 PMNSW employees, their immediate families, and employees of any other agencies associated with this Promotion are not eligible to participate in this Promotion. "Immediate families," means any of the following: spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent or step parent.

4. Processing transactions and Voucher redemption

4.1 Vouchers will be printed on The Wednesday Social branded envelopes containing plant seeds. The Customer may keep the packet of plant seeds for personal use and planting in their garden at home.

4.2 To redeem the Voucher, the Customer must present the Voucher envelope to a Participating Retailer.

4.3 The Voucher envelope will be kept by the Participating Retailer and must be returned to PMNSW. PMNSW reserves the right, to validate and check the authenticity of each Voucher.

4.4 The Voucher can only be redeemed as part of The Rocks Wednesday Social Promotion on the Operating Dates.

5. Suspension or termination of the Promotion

5.1. Notwithstanding any other provision in these Terms and Conditions, PMNSW may, in its absolute discretion, suspend or terminate the entirety or any part of the Promotion at any time and for any reason, including suspending or terminating the validity of individual Vouchers.

5.2. Any action taken to suspend or terminate the Promotion will be published on The Rocks Website (www.therocks.com).

6. Limitation of liability

6.1. To the extent permitted by law, PMNSW (including their officers, employees and agents) will not be liable for any direct, indirect, incidental, special or consequential loss or damage or for any death, illness, personal injury, financial loss or property damage however caused (including by negligence) which may be suffered or incurred by a business, customer or any other person arising directly or indirectly out of or in any way connected with the Promotion, including:

- (a) the unavailability of Vouchers
- (b) the refusal of a person to accept Vouchers
- (c) the fraudulent use of Vouchers or
- (d) any breach of these Terms and Conditions

7. Indemnity

78.1. The Customer agrees to indemnify and keep indemnified PMNSW (including their officers, employees and agents) ("those indemnified") from and against any liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with the Customer's participation in the Promotion.

8. Contact

8.1. Any enquiry or complaint is to be directed to PMNSW and The Rocks at pag.contactustherocks@property.nsw.gov.au.

9. General

10.1. The Customer is responsible for obtaining its own independent legal and financial advice regarding these Terms and Conditions.

10. Variation

10.1. PMNSW may amend, vary, delete or supplement these Terms and Conditions at any time by publishing on The Rocks website (www.therocks.com).

11. Waiver

11.1. No failure or delay by PMNSW in exercising any right under these Terms and Conditions will operate as a waiver of those rights.

12. Severability

12.1. If any part of these Terms and Conditions is prohibited, void, voidable, illegal or unenforceable for any reason, then that part is severed from these Terms and Conditions but without affecting the continued operation of the remaining Terms and Conditions.

13. Governing law

13.1. These Terms and Conditions are governed by, and must be interpreted in accordance with, the laws in force in New South Wales. The Customer and PMNSW submit to the exclusive jurisdiction of the courts of New South Wales and any court competent to hear appeals from those courts.

14. Survival

14.1. Any provisions or obligations contained in these Terms and Conditions which, by their nature or effect, are required or intended to be observed, kept or performed after termination of these Terms and Conditions will survive the termination of these Terms and Conditions and remain binding upon relevant persons.