TRINITY ARCADE \$10 TRINITY TUESDAYS TERMS & CONDITIONS

 Information on the \$10 Trinity Tuesdays Promotion held in Trinity Arcade form part of these Terms and Conditions. Participation in the TRINITY ARCADE \$10 TRINITY TUESDAYS Promotion ("Promotion") is deemed acceptance of these Terms and Conditions.

The Promotion is only available from 6.00AM AWST to 9.00PM AWST on TUESDAY 27 APRIL 2021, TUESDAY 4 MAY 2021, TUESDAY 11 MAY 2021, TUESDAY 18 MAY 2021, TUESDAY 25 MAY 2021 and TUESDAY 1 JUNE 2021 ("Promotional Period").

- 2. This Promotion's FREE Component is outlined as follows and applies only to retailers located in Trinity Arcade, at 72 St Georges Terrace PERTH WA. The Promotion is subject to change at any time by TRINITY ARCADE or the Promoter. All of which are limited to one per customer, per retailer, per day, not redeemable in conjunction with any other offer.
 - Tuesday 27 April 2021:
 - DIAMOND NAILS: First 10 customers Shape / Buff Hands with Shellac are FREE
 - MEET & BUN: First 10 Burgers are FREE for the first 10 Customers* (One per customer only, does not include extras)
 - Tuesday 4 May 2021:
 - JON'S SHOE REPAIR: First 10 Shoe Polishes are FREE*
 - TARTINE CAFE: Bagel or Breakfast Wrap with a Coffee FREE for First 10 Customers (Includes medium 12oz coffee)
 - Tuesday 11 May 2021:
 - ZAMBRERO: 2 Tacos and a Drink FREE for the first 10 customers (No extras included. Drink choice of 450ml softdrink or water only.
 - KOKO'S DRY CLEANING: Mens & Womens Blazer/Jacket Drycleaned FREE for First 10 Customers (Includes one free standard jacket dry cleaning service per customer. Does not include specialty fabrics or garments.)
 - Tuesday 18 May 2021:
 - BUZZ HAIR STUDIO: First 10 Standard Men's Haircuts are FREE*

- MO ESPRESSO: First 20 coffees are FREE* (Includes medium sized 12oz coffee)
- Tuesday 25 May 2021:
 - ZAMBRERO: 2 Tacos and a Drink FREE for the first 10 customers (No extras included. Drink choice of 450ml softdrink or water only.
 - KOKO'S DRY CLEANING: Mens & Womens Blazer/Jacket Drycleaned FREE for First 10 Customers (Includes one free standard jacket dry cleaning service per customer. Does not include specialty fabrics or garments.)
- Tuesday 1 June 2021
 - DIAMOND NAILS: First 10 customers Shape / Buff Hands with Shellac are FREE
 - TARTINE CAFE: Bagel or Breakfast Wrap with a Coffee FREE for First 10 Customers (Includes medium 12oz coffee)
- 3. This Promotion's \$10 Weekly Deal Component is outlined as follows, and is subject to availability and subject to change at any time by TRINITY ARCADE, Retilers or the Promoter. Limited to one redemption, per retailer, per customer, per day. Not redeemable with any other offer. Available only during the promotional period.
 - BUZZ HAIR STUDIO: \$10 OFF any haircut for the first 10 customers on Tuesdays
 - DIAMOND NAILS: \$10 Shape / Buff Hands with Shellac for the first 10 customers on Tuesdays
 - JON'S SHOE REPAIR: \$10 Shoe Polishing services on Tuesdays*
 - KOKO'S: 2 Shirts dry-cleaned for \$10 on Tuesdays (Includes Mens & Womens cotton shirts. Does not include womens blouses)
 - MEET & BUN: \$10 Ari Gold Burgers on Tuesday (No extras included)
 - MO ESPRESSO Ham & Cheese Toastie and Coffee for \$10 on Tuesdays* (Deal includes a 12oz / medium sized coffee)
 - SUBWAY: \$10 Foot Long Sub with a Coke on Tuesdays (Choice of a Pizza Melt, Seafood, Veggie Delight, Meatball or Chicken Classic Sub only. Included drink: 390ml Coke or bottle of water only.)
 - TARTINE: \$10 Bagel or Breakfast Wrap with a Coffee for the first 10 customers on Tuesdays (Deal includes a 12oz / medium sized coffee.)
 - WANDERLUST: \$10 off storewide on Tuesdays.

- ZAMBRERO: 2 Tacos and a Drink for \$10 on Tuesdays (extras not included, drink includes a 450ml soft drink or water only)
- 4. This Promotion is based strictly on first-in, first-serve.
- 5. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the Promotion process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6. Employees (and their immediate family and/or those living in the same household) of the Promoter, Trinity Arcade and their respective affiliates, subsidiaries, agencies and suppliers associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- In the event of war, terrorism, state of emergency or disaster, the Promoter and/or TRINITY ARCADE reserve the right to cancel, terminate, modify or suspend the Promotion.
- 8. As a condition of participating in this Promotion, each participating individual licenses a and grants the Promoter and TRINITY ARCADE, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display any social media content they produce for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Participating individuals agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
- 9. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the

Promoter and/or Trinity Arcade, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 10. The Promoter and/or TRINITY ARCADE reserve the right to cancel, terminate, modify or suspend the Promotion at their discretion.
- 11. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law and Fair Trading Act 2010 (WA), as well as any other implied warranties under the ASIC Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 12. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and TRINITY ARCADE (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any product/service claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the product/service value to that stated in these Terms and Conditions; (e) any tax liability incurred by a participating individual; or (f) taking/use of and/or participation in a service/product received.
- 13. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, service/product suppliers and, as required, to Australian regulatory authorities. Participation is conditional on providing

this information. The Promoter may, for an indefinite period, unless otherwise advised, use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participating individual. Participants should direct any request to opt out, access, update or correct personal information to the Promoter.

- 14. The Promoter is Assembly & Co Pty Ltd (ABN 28 609 745 244), Level 2, 72 St George's Terrace Perth WA 6000.
- 15. "TRINITY ARCADE" means Trinity Arcade, managed by Lease Equity and owned by Uniting Church in the City.