

TRINITY ARCADE – DIAMOND NAILS
\$10 STORE CREDIT LOYALTY PROMOTION

TERMS & CONDITIONS

Background to Promotion

1. Trinity Arcade, located at Trinity Arcade, 72 St George's Terrace, Perth, WA, 6000 (**Trinity Arcade**), is managed by Lease Equity Pty Ltd. (**Lease Equity**), owned by Uniting Church in Australia Property Trust (WA) ABN 93 351 192 498 (**Uniting Church in the City**).
2. Assembly & Co Pty Ltd (ABN 28 609 745 244) (**Promoter**) is the promoter of the Diamond Nails \$10 Store Credit Loyalty Promotion (**Promotion**), which comprises of:
 - a. the \$10 Diamond Nails, Trinity Arcade store credit promotion (**Store Credit Promotion**)
3. The Promotion is open for a limited time and strictly subject to availability. The Promotion commences at 9:00AM AWST on Monday 13 December 2021 and will end when store credit supply has been exhausted. (**Promotional Period**) Entrants can redeem credit from 1 January 9:00AM WST and have until 5.00PM AWST on Monday 28 February 2022 to redeem their store credit at Diamond Nails, Trinity Arcade (**Redemption Period**). All references to time in these terms and conditions are a reference to local time in Western Australia.
4. The following terms and conditions apply to the Promotion. Participation in the Promotion is deemed acceptance of these terms and conditions. A reference to Uniting Church in the City, Lease Equity or the Promoter in these terms and conditions includes, where appropriate, Uniting Church in the City, Lease Equity or the Promoter's employees, officers, volunteers, agents and contractors.

Promotion Terms and Conditions

Eligibility to enter the Store Credit Promotion

5. Entry to the Store Credit Promotion is open to all natural persons acting on their own behalf who are Western Australian residents and have spent more than and including

\$30.00 AUD at Diamond Nails located at Trinity Arcade, Shop 119 / 72 St George's Terrace, Perth, WA, 6000 within the Promotional Period. (**Eligible Store Credit Entrants**).

6. The Store Credit Promotion is not open to:
 - a. businesses or companies, registered builders, superannuation funds or persons acting as agent on behalf of other persons; or
 - b. directors, management, employees and agents of Lease Equity, Uniting Church in the City or the Promoter (and any of Lease Equity and/or Uniting Church in the City's Related Bodies Corporate' as defined in the Corporations Act 2001 (Cth)) or of the Promoter, and their immediate families.
7. The Eligible Store Credit Entrant will be deemed to be the person who requests the \$10 Diamond Nails store credit. If there is a dispute as to the identity of an Eligible Store Credit Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Store Credit Entrant.

How to enter the Store Credit Promotion

8. To participate in the Store Credit Promotion, Eligible Store Credit Entrants must, during the Promotional Period, spend \$30.00 AUD (inclusive or in excess of) at Diamond Nails located at Trinity Arcade, Shop 119 / 72 St George's Terrace, Perth, WA, 6000. The Promotional Period is strictly subject to availability and will end when store credit supply has been exhausted.
9. To receive a \$10 store credit, Eligible Store Credit Entrants must, during the Promotional Period:
 - a. spend over \$30.00 AUD at Diamond Nails
 - b. request the \$10 Diamond Nails store credit from the participating retailer.
10. It is the responsibility of the Eligible Store Credit Entrant to request the \$10 store credit at the time spend of \$30.00 or more during the Promotional Period. The store

credit cannot be collected at a later date by the relevant participating retailer or by another participating retailer.

11. The \$10 Diamond Nails store credit must be redeemed during the Redemption Period and may only be used on full price services (not redeemable on a standard polish manicure or pedicure) at Diamond Nails located at Trinity Arcade Shop 119 / 72 St George's Terrace, Perth, WA, 6000. The \$10 Diamond Nails store credit is non-transferrable, non-refundable and cannot be exchanged for cash.
12. Eligible Store Credit Entrants can participate in the Store Credit Promotion to receive \$10 Diamond Nails store credit only once on full price services (not redeemable on a standard polish manicure or pedicure) during the Promotional Period.
13. The \$10 Diamond Nails store credit is subject to availability. If the \$10 Diamond Nails store credit become unavailable at any time during the Promotional Period. This will not affect any Eligible Store Credit Entrants who have already claimed their \$10 Diamond Nails store credit from redeeming their store credit during the Redemption Period.

Further Terms and Conditions of the Promotion

The following additional terms and conditions also apply to the Promotion:

14. Each person participates in the Promotion at their own risk.
15. The Promoter's decisions in relation to all aspects of this Promotion are final and binding on all who enter, and no correspondence will be entered into.
16. As a condition of participating in this Promotion, each participating individual licenses and grants the Promoter, Lease Equity, and/or Uniting Church in the City, 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.

17. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter, Lease Equity, and/or Uniting Church in the City reserve the right, subject any applicable rules and regulations, to cancel, terminate, modify or suspend the Promotion or any part of the Promotion.
18. 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, Lease Equity, and/or Uniting Church in the City, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter, Lease Equity, and/or Uniting Church in the City reserve the right, in their 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.
19. In addition to clauses 17 and 18, the Promoter, Lease Equity, and/or Uniting Church in the City reserve the right to cancel, terminate, modify or suspend the Promotion at their discretion.
20. The Promoter, Lease Equity, and/or Uniting Church in the City reserve the right, in their sole discretion, to disqualify any individual who the Promoter, Lease Equity, and/or Uniting Church in the City have reason to believe has breached any of these terms and conditions, tampered with the entry 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.
21. Failure by the Promotor, Lease Equity, and/or Uniting Church in the City to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
22. To the extent permitted by law, neither Lease Equity, and/or Uniting Church in the City nor the Promotor are liable to Eligible Store Credit Entrants for any direct, indirect, consequential, exemplary or incidental loss or damages or special or punitive damages arising out of or in connection with the entrant's participation in the

Promotion even if Lease Equity, and/or Uniting Church in the City or the Promotor have been advised of the possibility of such loss or damages.

23. Without limiting clause 22, neither Lease Equity, and/or Uniting Church in the City nor the Promotor are liable for:

- a. any entry or claim for the \$10 Diamond Nails store credit that is incomplete, incorrectly submitted, late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promoter) including because of any failure in telecommunications equipment or service;
- b. any financial, legal or tax liability that may arise from participation in the Promotion;
- c. any defect or technical problem associated with the \$10 Diamond Nails store credit.

24. These terms and conditions are governed by the laws of Western Australia.

Privacy Collection Statement

25. Promoter's Privacy Collection Statement

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.