

myAlice Customer Terms & Conditions

The myAlice 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?

With the Northern Territory Government's contribution of \$200,000, Council will provide additional funds to the value of \$200,000 – a combined total of \$400,000 – to be used by the community in the form of subsidised digital discounts. Every registered user (the "Customer") will receive daily vouchers, with a combined value of \$40, to spend at participating Alice Springs businesses.

A Customer will receive 2 x \$2.50, 1 x \$5, 1 x \$10 and 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 utilises myAlice discounts will be replenished with the equal value of the subsidised discounts the following day until the pool of funds are redeemed.

E.g.: Customer A uses a myAlice discount of \$20 at a merchant on the 18th of May, it will be replenished with an equal myAlice discount value of \$20 on the 19th of May. This will continue until the Program funds have been utilised.

Definition of Terms

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

Merchant – Any business based within Council's municipality that has been approved for registration with the myAlice Program.

myAlice discount voucher – A subsidised digital discount issued by Council for the myAlice stimulus program.

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

Terms & Conditions – The terms and conditions contained within this document, including any schedules and variations, made from time to time.

Transaction – Goods or services paid in conjunction with the redemption of a myAlice discount voucher.

1. General

- 1.1 The myAlice discount voucher values are in Australian dollars and does not include Goods and Services Tax (GST).

- 1.2 The myAlice discount voucher is only valid up until the Program's pool of funds are expended. When the program budget ceases, any unused myAlice vouchers will be void.
- 1.3 The progress of the Program's pool of available funds will be updated on the Customer's My Vouchers screen. The Customer can check the My Vouchers screen daily for available Program funds, prior to making any purchase.
- 1.4 The myAlice discount can be used to part-pay for goods or services.
- 1.5 The following minimum spend amount per transaction applies to the myAlice Program:
 - Use of \$2.50 myAlice discount voucher – a minimum spend of \$10 (inclusive of myAlice discount value)
 - Use of \$5 myAlice discount voucher – a minimum spend of \$20 (inclusive of myAlice discount value)
 - Use of \$10 myAlice discount voucher – a minimum spend of \$40 (inclusive of myAlice discount value)
 - Use of \$20 myAlice discount voucher – a minimum spend of \$80 (inclusive of myAlice discount value)
- 1.6 The myAlice discount voucher must be presented to the Merchant by the Customer, and then validated and redeemed by the Merchant, at the time of transaction.
- 1.7 The myAlice discount voucher can only be redeemed at approved and registered participating businesses located within the Alice Springs municipality.
- 1.8 The myAlice discount voucher cannot be used for any Transaction involving alcohol, tobacco or gambling.
- 1.9 The myAlice discount voucher cannot be used to pay for illegal products or services.
- 1.10 The myAlice discount voucher is considered redeemed when status of the unique 5-digit code displays 'Redeemed' in the Customer, Merchant and Council myAlice web-based interface.
- 1.11 A myAlice discount voucher has one-time use only. Full value of a myAlice discount 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 myAlice support team, along with supporting evidence (e.g. screenshots), and emailed to: myalice@astc.nt.gov.au
- 1.13 Only one myAlice discount voucher may be used per Transaction.
- 1.14 Use of a myAlice discount voucher is limited to one Transaction per Merchant per day to support the broad stimulus objective of the myAlice Program.
- 1.15 All available myAlice discount vouchers received by a Customer can be used daily if used at different Merchants.
 - Example 1: On Monday, Customer uses a \$5 voucher at Merchant A, a \$10 voucher at Merchant B, and another discount voucher with Merchant C.
 - Example 2: On Monday, Customer uses a \$5 voucher at Merchant A. No other discount voucher can be used with Merchant A on this day.
 - Example 3: On Monday, Customer uses a \$5 voucher at Merchant A. On Tuesday, Customer may again use a replenished \$5 voucher at Merchant A.

- 1.16 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 myAlice discount voucher and the \$17 balance payment from the Customer.
- 1.17 The myAlice discounts are non-transferrable and non-refundable.
- 1.18 Council reserves the right to change myAlice discount voucher status to 'void' if: the funding round or Program budget is fully expended; where there is suspected abuse of the Program by a Customer or Merchant; when a digital processing error occurs; or, for any unforeseen circumstance.
- 1.19 The myAlice discount voucher may only be used with a registered participating business that has a physical outlet located within the Alice Springs local government area.
- 1.20 Council at its sole discretion reserves the right to modify, change or withdraw all or any of the Terms & Conditions, herein contained, applicable to the myAlice Program at any time without notice to the Merchant or Customer.
- 1.21 If any dispute arises regarding any of the Terms & Conditions contained herein, the decision of Council shall be final and conclusive.

2. Customer Terms & Conditions

- 2.1 By applying for registration, the Customer agrees to be bound by the Terms & Conditions.
- 2.2 The Customer must live in, work in, or be visiting Alice Springs to utilise this Program.
- 2.3 This Program cannot be combined with other promotional campaigns.
- 2.4 A Customer may only register once. Multiple registrations, using different email addresses or mobile numbers, by the same person are not permitted.
- 2.5 A Customer must agree to receive an OTP-SMS on a mobile for password validation.
- 2.6 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 & 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.
- 2.7 The Customer indemnifies and holds harmless Alice Springs Town 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):
 - the Customer's use of, or connection to, the myAlice website; or
 - the Customer's negligence or misconduct, breach of the Terms & Conditions, or violation of any law or the rights of any 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. Council reserves the right, but has no obligation to monitor or take action regarding any disputes between the Customer and the Merchant.
- 2.2 To the maximum extent permitted by law, Council and its employees, agents, consultants, licensors, partners and affiliates expressly disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Program, including any implied warranty/guarantee of merchantability, fitness for a particular purpose or non-infringement.
- 2.3 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.
- 2.4 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.
- 2.5 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 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.
- Must be 18 years or older at the time of registration.

- Requires a smart device (mobile phone or tablet) that can access the myAlice portal, via a web browser, in order to present myAlice discount vouchers to a Merchant at time of transaction.

4. Redemption of a myAlice discount voucher

- 4.1 To redeem, the Customer may present to the Merchant the myAlice discount voucher code from the myAlice Customer's 'My Vouchers' interface. Printed or digital copies (e.g. screenshot) or verbal declaration (e.g. over the phone) of myAlice discount voucher details cannot be accepted by the Merchant.
- 4.2 The myAlice discount voucher is considered redeemed when recorded in the Customer, Merchant, and Council's myAlice interface.

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 securely stored within Australian borders and will not be shared with third parties other than for the purposes and duration 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 reserves the right to amend the Terms & Conditions and any other policy in relation to this Program at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. The Customer's continued use of this Program will be interpreted as acceptance of any amendments. Council reserves the right, without notice and at its sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Program.
- 6.2. The Customer may apply to vary or amend these Terms & Conditions only by written application, and subsequent agreement by Council.

7. Governing law and jurisdiction

- 7.1. These 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.