

Merchant T&Cs

What is the campaign?

The *Celebrate Christmas in the City: Advent Calendar* marketing campaign ("Campaign")--launched by the City Renewal Authority ("Authority")--is a component of the Authority's [Place Experience and Marketing Action Plan 2021-22](#) which aims to support the:

- Curation of high-quality places and precinct development, taking a people-focussed and design led approach
- Facilitation of new and diverse economic investment into the precinct.

The purpose of the Campaign is to generate economic and wellbeing outcomes for city businesses and Canberrans by:

- encouraging Canberrans to visit the city centre to enjoy shopping, eating out and meeting with friends and family
- increasing awareness of the accessible premium retail experience in the city centre

Participating in the Campaign is free for Merchants when they provide a valid retail, hospitality or services Offer to that can be promoted as part of the Campaign.

How does the Campaign work?

The Campaign will count down to Christmas with a digital Advent calendar, revealing new festive Offers every day which are promoted via digital channels to get people excited for the festive season. The Campaign will commence on digital channels w/c 13th November 2022 and Offers will be featured daily from 1 to 24 December 2022.

The Campaign will feature selected and limited retail, hospitality and services Offers, provided by Merchants in the ([City Centre marketing and Improvements Levy](#)) collection area.

Merchants will be encouraged to apply to participate in the Campaign so their Offer can be promoted to Canberrans.

Merchants must advise the Authority of the details of the Offer including the description, value, transaction requirements, quantity, and expiry date.

Merchant Offers will be selected based on Eligibility Criteria and Selection Criteria.

Offers will be displayed on a daily basis on the digital Advent calendar which will be hosted on the Authority website.

Customers who wish to receive the daily Offer(s) will register their email address on the Campaign website and the Offer will be emailed to them directly and is an image that can be printed or displayed electronically.

Customers will have the opportunity to opt to receive other daily Offers direct to their email address.

Customers can redeem the Offer by showing the printed or electronic email image to the Merchant when they visit the Merchant's premises in the CCMIL collection zone.

Merchants will be required to provide the Offer as agreed in the Terms and Conditions.

Definition of Terms

ABN: Has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth).

Authority: means the City Renewal Authority, established under section 7 of the *City Renewal Authority and Suburban Land Agency Act 2017*.

Campaign: is the Celebrate Christmas in the City advertising campaign that will use paid media channels to promote a digital Advent Calendar that features Offers from 1 to 24 December 2022.

CCMIL collection area: means the City centre marketing and improvements levy collection area declared by the *Rates (City Centre Marketing and Improvements Levy—Collection Areas) Determination 2014 (No 1)*.

Customer: any person (other than a Merchant) who has registered and is eligible to use the Program.

Merchant: any business operating within the CCMIL collection area that has an approved registration for the Campaign.

Offer: the Offer provided by a Merchant can include a discount, gift-with-purchase, or experience that is provided as a result of a transaction. E.g. free coffee with the purchase of a croissant, or 20% discount on bowling.

Terms and Conditions: the terms and conditions contained in this document including any schedules and any variations made from time to time.

Territory: means the Australian Capital Territory, the body politic created by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

General

- The Authority has engaged The Mark Agency to manage the Campaign on its behalf.
- There are a limited number of positions to provide Offers and Offers will be selected against a set of Selection Criteria for inclusion in the Campaign by the Authority.
- Selected Merchants will be required to agree to the Terms and Conditions to participate in the Campaign.

- Merchants will be required to provide the Offer to customers as agreed when they sight the printed or electronic Offer until the Offer is exhausted or expired.
- The Offer can only be redeemed at the Merchant's premises and is not available online, for delivery or from another location.
- The Campaign evaluation will include the number of people who request an Offer and a survey will be sent to Merchants for their feedback.
- There is no point-of-sale tracking of Offers required to be completed by Merchants.
- The Offer is only valid up until the Expiry Date determined by the Merchant or if the Offer quantity is exhausted. When the Offer quantity is exhausted, the Offer will end, and any unused Offer Redemptions will be void.
- The availability of Offers will not be displayed on the Campaign website. Customers may contact the Merchant to determine if the Offer is still available.
- The Offer cannot be for any illegal products or services.
- Only one Offer Discount may be used per Transaction.
- If any dispute arises regarding any of the Terms and Conditions, the decision of the Authority will be final and conclusive.

2. Merchant Obligations

- Selected Merchants must agree to the Terms and Condition to participate in the Campaign.
- Selected Merchants must provide the agreed Offer at the agreed time, for the agreed quantity until the Offer is exhausted or the Expiry Date.
- Without limiting any other remedies available to the Authority at law or in equity, the Authority reserves the right to, without notice, temporarily or indefinitely suspend, or terminate, a Merchant's participation in the Campaign if:
 - The Merchant breaches any provision of these Terms and Conditions;
 - the Authority is unable to verify or authenticate any information that the Merchant provides to the Authority;
 - the Authority believes that the Merchant's actions may cause damage and/or legal liability to the Territory or any other person;
 - the Authority has any suspicion of fraud in connection with the Merchant or any transaction;
 - the Merchant's business or equipment is or has been targeted by a person engaged in fraudulent or dishonest activity, whether with or without the Merchant's knowledge;
 - the Authority, acting reasonably, determines in its absolute discretion that it is appropriate to do so.
 - the Merchant's use of, or in connection to, the Campaign website; the Merchant's participation in the Campaign; or the Merchant's negligence or

misconduct breach any of these Terms and Conditions or violate any law or the rights of any person.

- The Merchant indemnifies and holds harmless the Territory and the Authority 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 (directly or indirectly) related to the Merchant's participation in the Campaign.
- The Merchant is solely responsible for its interactions with the Customer and the Authority is not a party to any Transactions between the Merchant and any Customer. The Authority reserves the right, but has no obligation, to monitor and take action regarding any disputes between the Merchant and the Customer.
- To the maximum extent permitted by law, the Territory and the Authority and their 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.
- This Campaign is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Authority 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 the Campaign or any of its content, and in particular do not represent, warrant or guarantee that:
 - the use of this Campaign will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
 - this Campaign will meet the Merchant's requirements or expectations;
 - anything on this Campaign, or on any third-party website referred or linked to in this Campaign, is reliable, accurate, complete or up-to-date;
 - the quality of any information or other material purchased or obtained through this Campaign will meet any particular requirements or expectations;
 - errors or defects will be corrected; or
 - this Campaign or the servers that make it available are free of viruses or other harmful components.
- To the maximum extent permitted by law, the Territory and the Authority and their employees, agents, consultants, licensors, partners and affiliates exclude all liability to the Merchant 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, these Terms and Conditions or the use of this Campaign by the Merchant or any other person.

- The Merchant agrees that its use of this Campaign is at its own discretion and risk. The Merchant agrees to release the Territory and the Authority and their employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that the Merchant may have against any of them arising from the Terms and Conditions or the use of the Campaign by the Merchant or any other person. The Territory or the Authority may plead this release as a bar and complete defence to any claims or proceedings.
- The Merchant agrees that where required by a COVID-19 Emergency Direction, the Merchant will have a safety plan that meets the requirements for such a plan stipulated in the relevant COVID-19 Direction.

Eligible Merchants

Businesses who wish to submit an offer to be considered for inclusion in the campaign must:

- be a registered business with a valid ABN
- have a physical presence in the CCMIL collection area
- be a retail, hospitality or entertainment business
- have the ability to provide a retail, hospitality or services offer in the CCMIL collection area.

Selection criteria for Offers

The Authority can feature a limited number of offers in the Campaign. Offers for inclusion will be selected by the following criteria:

1. Value and appeal of the offer for consumers who are most likely to visit the city.
For details of city target audiences which are most likely to visit the city please refer to the [Place Experience and Marketing Action Plan 2021-22](#).
2. Convenience of the offer to city consumers
3. Duration of the offer
4. Ability of the business to meet eligibility criteria

Redemption of Campaign Offer

- The Merchant must provide the offer when they are presented with a printed or electronic offer until the Offer is exhausted or the Expiry Date.
- It is the Merchant's responsibility to train its staff on the Campaign and the redemption process.

Privacy

- The Authority will only collect and use information that is necessary to offer and improve this Campaign and for its internal reporting purposes.
- The Authority will not disclose any information collected other than in accordance with the privacy notice for this Campaign.
- It is the responsibility of the Merchant to ensure all information provided to the Authority in connection with the Campaign is accurate.
- All personal information (as that term is defined in the *Information Privacy Act 2014* (ACT)) is stored within Australian borders and will not be shared with third parties except for the use of this Campaign.
- If you wish to learn more about the Authority's approach to privacy, please visit www.act.gov.au/privacy.

Variation

- The Authority reserves the right to amend all Terms and Conditions relating to the Campaign and any other policy in relation to this Campaign at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. The Merchant's continued usage of this Campaign will mean the Merchant accepts those amendments. The Authority reserves the right, without notice and at its sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Campaign.

Governing law and jurisdiction

- These Terms and Conditions will be governed in all respects by the laws of the Australian Capital Authority. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Authority and the courts of appeal from them.