

App Terms and Conditions

1. APPLICATION

- 1.1. These terms and conditions (“**T&Cs**”) apply to the mobile application (“**App**”) operated and owned by Precision Group of Companies Pty Ltd 115 176 111 (“**Precision Group**”, “**we**”, “**us**” or “**our**”).

In these T&Cs, a reference to “Precision Group”, “we”, “us” and “our” is deemed to include a reference to the owners of the shopping centres in which the App operates, including:

- (a) Adelaide Central Plaza Pty Ltd ACN 000 229 381;
 - (b) Chevron Renaissance Asia Pacific Shopping Centre Pty Ltd ACN 603 495 030;
 - (c) MacArthur Central Shopping Centre Pty Ltd ACN 119 813 795;
 - (d) Port Adelaide Plaza Pty Ltd ACN 055 420 490;
 - (e) Pran Central Shopping Centre Pty Ltd ACN 122 550 207; and
 - (f) Shore City Shopping Centre Pty Ltd ACN 610 042 567.
- 1.2. Information on how to enter or use the App and Reward Program and how to earn and Redeem Points forms part of these T&Cs, wherever such information may be provided. Precision Group may, at any time, amend, add to or delete any of the terms of these T&Cs.
- 1.3. Downloading the App, registering for an account on the App or participating in the Reward Program is deemed acceptance of these T&Cs by the customer (“**Member**” “**you**”, “**your**”, “**yours**”, “**they**”, “**their**” or “**them**”) including any changes made by Precision Group. We periodically revisit these T&Cs to ensure you are kept up to date. Your continued use of the App following any changes means that you accept and agree to the updated version of these T&Cs.

2. SIGN UP/DOWNLOADING OF THE APP

- 2.1. The App is free to download from either Apple’s App Store or Google Play.
- 2.2. Any person aged 16 years or over is eligible to download the App and register an account (and so be a Member). If you are under the age of 18, you must have consent from a parent or guardian to register. By downloading the App and registering an account, you are representing that you are over the age of 16 and further, if you are under the age of 18, that you have the necessary consent from a parent or guardian.
- 2.3. Participating Retailers and Tenants and their employees are prohibited from participating in the App as Members.
- 2.4. Upon registration, a Member will be required to provide personal information including their first name, email address, mobile number and post code. Personal information will be handled in accordance with Precision Group’s privacy policy at:
http://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf
- 2.5. You must provide complete and accurate information when registering an account. You cannot use another person’s account and must immediately notify us of any unauthorised use of your account. Precision Group reserves the right to co-operate with any legal order, direction or request to disclose the identity or other information.

3. EARNING POINTS

3.1. Precision Group may offer a Points earning system via the App. If offered, as a Member of the App you may earn Points by:

- (a) downloading the App and registering an account;
- (b) participating in the Reward Program, if offered, via the App;
- (c) referring a friend through the "Refer a Friend" program:
 - (i) the Member may Refer a Friend via a valid email address or mobile number;
 - (ii) Points will be awarded if the Member's referral successfully downloads the App and registers an account;
 - (iii) a Member cannot make more than 10 referrals in a single day (limit will reset at midnight the following day);
 - (iv) if the Member's referral is already a registered Member, no Points will be awarded for the referral; and
 - (v) if the Member's referral does not accept the invitation within 30 days, the referral's email address and/or mobile number will be deleted and will no longer be considered a valid referral;
- (d) adding to your Profile Information, for example, by adding information such as your gender and date of birth (points will only be awarded for adding to or updating profile information once every 12 months);
- (e) using the App to check in at a specified check-in location in the relevant Centre (excluding Government check-in locations) as advertised by Precision Group, limited to one visit per Centre per day;
- (f) sharing the App through social media, limited to one social media sharing transaction per day;
- (g) attending special events, limited to the special event or occasion only;
- (h) completing any other activities as outlined in these T&Cs; or
- (i) completing any activities as advertised by Precision Group in the Centre or in Participating Retailers from time to time.

Precision Group may in its absolute discretion determine whether to offer any or all of these methods of earning Points.

3.2. Precision Group may in its absolute discretion award bonus Points on the App.

4. REWARD PROGRAM

4.1. Precision Group may offer the Reward Program via the App. If offered, the Reward Program is free to access and any Member may choose to participate.

4.2. Points can be earned on the App through the Reward Program by:

- (a) making an Eligible Transaction at a Participating Retailer and scanning the relevant Quick Response (QR) code (i.e. a Buy/Scan event) – the number of Points that can be earned per day will be dependent on the Reward Program conducted by that specific Participating Retailer;
- (b) completing a specified task – the Points earned are limited to completion of that individual task on one occasion and during the period as advertised in the App or by Precision Group.

- 4.3. An Eligible Transaction is a purchase at a Participating Retailer of any goods or services, but these must not be:
- (a) alcohol; or
 - (b) Tobacco Products; or
 - (c) Gaming Products; or
 - (d) Gift Card; or
 - (e) deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
 - (f) medical services including eye examinations, and prescriptions; or
 - (g) rental payments and real estate commissions; or
 - (h) payments for registrations (e.g. motor vehicle registration), payments for utilities (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), rates and subscriptions (e.g. ambulance subscriptions) and lay-by payments.
- 4.4. A Tobacco Product includes:
- (a) tobacco (in any form); or
 - (b) any product (for example a cigar or cigarette):
 - (i) that contains tobacco as its main or a substantial ingredient;
 - (ii) that is designed or intended for human consumption or use; and
 - (iii) that is not included in the Australian Register of Therapeutic Goods maintained under the Therapeutic Goods Act 1989 (Cth); or
 - (c) a cigarette paper, cigarette roller or pipe; or
 - (d) an e-cigarette or vaping product.
- 4.5. A Gaming Product includes:
- (a) a lottery ticket under the Lotteries Act 1997 (Qld); or
 - (b) a ticket in a game of lucky envelopes or a promotional game that is scratched to reveal numbers, letters or symbols that may entitle the player of that game to a prize; or
 - (c) a voucher or under acknowledgement for playing:
 - (i) a game under the Casino Control Act 1982 (NSW);
 - (ii) a gaming machine under the Gaming Machine Act (NSW) or
 - (iii) an approved keno game under the Public Lotteries Act 1996 (NSW); or
 - (d) a ticket or other acknowledgement for a bet under the Betting and Racing Act (NSW).
- 4.6. A Gift Card is a card that is exchangeable for goods and services from a Participating Retailer.

5. REDEEMING POINTS FOR REWARDS

- 5.1. Points earned by a Member through the Reward Program are held in the Member's account in the App. If a Member has sufficient Points in their account, they may use their Points in exchange for a Reward available on the Reward Program.
- 5.2. To redeem Points for Rewards, a Member must click on the "REDEEM POINTS" menu icon located on the bottom menu navigation screen on the App and follow the prompts ("**Redeem Points**").
- 5.3. The Rewards available to be redeemed by Members will require a certain number of Points to be redeemed. The Points required for each Reward will be displayed in the Redeem Points section in the App.
- 5.4. Rewards will be services or products nominated by Precision Group at its sole discretion and subject to availability. Rewards offered and the Points required to redeem them will vary from time to time and will be at the sole discretion of Precision Group, who may change, amend or delete the Rewards, and/or the Points required at any time.
- 5.5. After a Member has redeemed a Reward on the App and provided they have the Points required to redeem the Reward, it will appear in the Digital Wallet in the App. The Member can redeem the Reward for the product or service offered at the Participating Retailer or Centre Management Office, by entering a 4-digit code.
- 5.6. By entering the 4-digit code, the Voucher will be claimed and automatically appear as Redeemed in the Member's Digital Wallet on the App.

6. APP USER ONLY OFFERS

- 6.1. Precision Group and/or Participating Retailers may from time to time offer deals (such as discounts or buy 1 get one free offers) exclusively to Members through the App, which are called "**App User Only Offers**".
- 6.2. App User Only Offers are outside the core earning and redeeming function of the Reward Program.
- 6.3. App User Only Offers can be accessed by Members through the App and will be subject to change over time.
- 6.4. App User Only Offers will be capped at a certain number offered to Members to be redeemed or purchased within certain timeframes.
- 6.5. A Member can redeem App User Only Offers by showing the Participating Retailer the offer in the App.
- 6.6. To the extent permitted by law, Precision Group is not liable for and makes no representations or warranties regarding App User Only Offers offered by Participating Retailers, and shall not be liable for any compliance or non-compliance of Participating Retailers with the terms of their App User Only Offers.

7. COMPETITIONS

- 7.1. Precision Group may from time to time offer Competitions to Members.
- 7.2. Competitions are outside the core earning and redeeming function of the Reward Program and may or may not require Points to enter.
- 7.3. Competitions can be accessed by Members through the App and will be subject to change over time. The types of Competitions available on the App will vary from time to time. Examples of Competitions include: enter to win, answer to win, scratch and win or spend and win.

8. OWNERSHIP OF CONTENT ON THE APP

- 8.1. Unless specified otherwise, all content on the App, including without limitation:

- (a) the registered and unregistered trademarks, service marks and logos contained therein;
- (b) software, source code, scripts, imagery, graphics, photos, sounds, music, videos, and any other intellectual property;

(collectively, the “**Content**”), are owned by or licensed to us, and are subject to copyright and other intellectual property rights under the law.

8.2. The Content is provided to you as is for your information and personal use and you must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute the Content in any way except as expressly provided for in these T&Cs or with our express prior written consent.

9. GENERAL TERMS AND CONDITIONS

- 9.1. Apple Inc is not a participant or sponsor of the App or the Reward Program. The Rewards offered for redemption by Members will not be Apple Inc products as Apple Inc provides no endorsement of this promotion in any way.
- 9.2. Google, Facebook, Instagram and Twitter are not participants or sponsors of the App or the Reward Program.
- 9.3. Members may opt out of the App, and/or push notifications at any time by changing the settings on the App or deleting the App which can be done by accessing ‘settings’ in the Member’s profile and/or general settings on the Member’s mobile device.
- 9.4. Precision Group reserves the right, at any time and in its sole discretion, to verify the validity of Members (including a Member’s identity, age and place of residence) and to disqualify any Members who fail to use the App or participate in a App User Only Offers or Competition other than in accordance with these T&Cs, who tamper with the entry process, or engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the App / Reward Program / Rewards etc.
- 9.5. The Rewards available for Members to Redeem Points are at the sole discretion of Precision Group and are not transferable, refundable, exchangeable or redeemable for cash or kind and must be taken as offered and are subject to availability.
- 9.6. Precision Group reserves the right to cancel, terminate, modify or suspend the Reward Program subject to the approval of the relevant regulatory authorities where required.
- 9.7. Any warranty on the goods and services obtained as a result of the Reward Program remains the sole responsibility of the manufacturer/supplier of the Reward.
- 9.8. Vouchers and offers are not valid in conjunction with any other offer.
- 9.9. In the event of war, terrorism, pandemic, state of emergency or disaster, Precision Group reserves the right (subject to all relevant State and Commonwealth laws), to cancel, terminate, modify or suspend the App or any Reward Program subject to the directions of any applicable regulatory authority.
- 9.10. To the extent permitted by law, you agree to defend, indemnify and hold harmless Precision Group, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from:
 - (a) your use of and access to the App; or
 - (b) any participation by you in the Reward Program; or
 - (c) your violation of any term of these T&Cs; or

- (d) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right.

This defence and indemnification obligation will survive these T&Cs and your use of the App.

- 9.11. Your access and use of the App is at your sole discretion and risk. To the maximum extent permitted by law, we will not be responsible for any damage or harm to any computer or mobile device, loss of data or other harm that results from your use of the App. The App is provided “as available” and “as is”. We do not warrant that any portion of the App will meet your needs or requirements, will be secure, will operate without interruption or will be error free. No advice or information, whether oral or written, obtained by you from us or any of our affiliates, agents, partners, employees, successors, or assigns, will create any warranty not expressly stated in these T&Cs.
- 9.12. Precision Group will not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered (including but not limited to that arising from any person’s negligence) in connection with the App and/or any aspect of the Reward Program, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 9.13. All Members are responsible for any taxation liability (including any GST) or other government charges or reporting requirements arising from their participation in the Reward Program or receipt of a Reward (if any). If participation in the Reward Program or receipt of a Reward involves a taxable supply being made, then the participating individual is responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply.
- 9.14. The collection, use and disclosure of personal information in connection with the App is governed by these T&Cs and Precision Group Privacy Policy at:
http://www.precision.com.au/pgc/images/privacypolicy/precision_group-privacy_policy.pdf
- 9.15. If any provision of these T&Cs is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these T&Cs, which shall remain in full force and effect.
- 9.16. No waiver of any term of these T&Cs shall be deemed a further or continuing waiver of such term or any other term, and Precision Group’s failure to assert any right or provision under these T&Cs shall not constitute a waiver of such right or provision.
- 9.17. These T&Cs are made subject to the law in force in the State of NSW, Australia, and shall be interpreted and enforced by the courts in that jurisdiction, including with respect to any dispute arising under these T&Cs.

DEFINITIONS

1. Account: The Account is managed by the Member and is where personal information is updated.
2. Buy/Scan: When a Member makes a purchase at a Participating Retailer that qualifies as an Eligible Transaction, they have the opportunity to scan the QR Code to earn Points.
3. Competitions: Competitions may be run on the App from time to time and are outside the core functionality of the Application. Points may or may not be required to enter. Examples of Competitions include: enter to win, answer to win, scratch and win or spend and win.
4. Digital Wallet: The Digital Wallet is a feature in the App where Vouchers and Rewards are stored.
5. Eligible Transaction: An Eligible Transaction is a transaction that meets the requirements for a Member to earn points. If the Member makes an Eligible Transaction, they are able to scan the QR Code at the Participating Retailer and earn points.
6. Member: A Member is someone who has downloaded the App and successfully registered an account.
7. Participating Retailer: A Participating Retailer is a retailer participating in the App by providing a QR code to Members at the point of sale counter to earn Points or by providing a Voucher in the App that

Members can add to their Digital Wallet by redeeming their points. To view current Participating Retailers, please visit <https://apps.precision.com.au/participating-retailers> .

8. **Point(s):** A point is a form of currency that Members can earn by undertaking certain actions in the App. Points are a unit of measurement only and are allocated at Precision Group's sole discretion. Members can earn Points as described in these T&Cs. Points cannot be transferred or redeemed for cash.
9. **Refer a Friend:** Refer a Friend is a method that Members can earn points by inviting a friend via email or SMS to join the App. Points are rewarded to the Member once the friend has successfully registered an account.
10. **Reward:** A Reward is a Voucher that is provided to the Member. A Reward may also be provided at the sole discretion of Precision Group to a Member for their birthday (if the Member has provided date of birth information) or via an active campaign on the App.
11. **Reward Program:** The Reward Program is a program which may be offered by Precision Group (in its absolute discretion) via the App. Members can participate in the Reward Program as described in these T&Cs.
12. **Tenant:** A Tenant is a lessee or licensee of retail premises, office premises or a casual mall site in any shopping centre owned or managed by us.
13. **Voucher:** A Voucher offers a discount or credit towards products and services available at Participating Retailers. Vouchers may also contain physical products, services or offer experiences at Participating Retailers.