

myDarwin Merchant Terms and Conditions

The myDarwin buy local incentive program (the "Program") is a web application developed by the City of Darwin ("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?

Council will provide funding to the community in the form of subsidised digital discounts. Every registered user (the "Customer" will initially receive the value of \$40 spend at participating 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 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 myDarwin discounts will be replenished with the equal value of the subsidised discount in 48 hours until the pool of funds are redeemed.

E.g.: Customer uses a myDarwin discount of \$20 at a merchant on a Monday it will be replenished with an equal myDarwin discount value of \$20 on the Wednesday.

The business ("you" or the "Merchant") is to redeem the discount value from an online portal. The value of discounts redeemed will be paid by the Council as per the payment term.

Definition of Terms

ABN - Australian Business Number is a unique 11-digit code assigned to a business by the Australian Taxation Office (ATO).

ACN - Australian Company Number is a unique 9-digit code assigned to a company by the Australian Taxation Office (ATO).

ABR - The Australian Business Register is the storage of business and organisation details by the Australian Government.

ANZSIC - The Australian and New Zealand Standard Industrial Classification assigns a business to an industry based on its predominant activity as defined by the Australian Bureau of Statistics.

Customer - Any person who has registered and been approved to use the myDarwin discount.



Merchant - Any business operating within the Council's municipality area that has an approved registration for the program.

myDarwin discount - A subsidised digital discount issued by the Council for the myDarwin stimulus program.

OTP-SMS - A one-time passcode generated by short messaging service (SMS) for Customers to receive on their mobile phones.

POS - Point of sale device or terminal used by Merchants to accept payments and carry out business Transactions

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

Transaction - Goods or services paid in conjunction with a myDarwin discount.

1. General

- 1.1 The myDarwin discount values are in Australian dollars and does not include Goods and Services Tax (GST).
- 1.2 The myDarwin discount is only valid up until the Program pool of funds are redeemed. When the program budget ceases, any unused myDarwin discounts will be void.
- 1.3 The Program pool of fund availability will be displayed on the Customer's dashboard page. The Customer can check the dashboard if Program funds are available prior to making any purchase.
- 1.4 The myDarwin discount can be used to part-pay for goods or services.
- 1.5 The following minimum amount per Transaction applies to the Program.
 - Use of \$2.50 myDarwin discount – a minimum spend of \$10 (inclusive of myDarwin discount value).
 - Use of \$5 myDarwin discount – a minimum spend of \$20 (inclusive of myDarwin discount value).
 - Use of \$10 myDarwin discount – a minimum spend of \$40 (inclusive of myDarwin discount value).
 - Use of \$20 myDarwin discount – a minimum spend of \$80 (inclusive of myDarwin discount value).
- 1.6 The myDarwin discount must be presented by the Customer and redeemed by the Merchant at the time of Transaction.



- 1.7 The myDarwin discount can only be redeemed at approved and listed participating businesses located within City of Darwin municipality.
- 1.8 The myDarwin discount cannot be used for any Transaction that includes alcohol, tobacco or gambling.
- 1.9 A myDarwin discount belonging to the business owner(s)'s customer account cannot be used in the same business(es) that they own/operate.
- 1.10 The myDarwin discount cannot be used to pay for any illegal products or services.
- 1.11 The myDarwin discount is considered redeemed when status of the discount code shows redeemed in the Customers, Merchant's and Council's myDarwin interface.
- 1.12 A myDarwin discount has one-time use only. Full value of myDarwin discount must be applied to the Transaction at time of redemption.
- 1.13 If any error occurs or redemption attempt fails it needs to be reported immediately with supporting evidence (e.g. screenshots) to the myDarwin support team via email to my.darwin@darwin.nt.gov.au.
- 1.14 Only one myDarwin discount may be used per Transaction.
- 1.15 Use of myDarwin discounts is limited to one Transaction per Merchant in a 48-hour period.
- 1.16 All available myDarwin discounts received by a Customer can be used in the same 48-hour period if used at different Merchants.
 - Example 1: On Monday, use a \$5 discount at Merchant A, then use another discount at Merchant B.
 - Example 2: On Monday, use a \$5 discount at Merchant A. No other discount can be used at Merchant A on Monday or Tuesday.
 - Example 3: On Monday, use a \$5 discount at Merchant A. On Wednesday, use another discount (if available) at Merchant A.
- 1.17 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 myDarwin discount and the \$17 balance payment from the Customer.
- 1.18 The myDarwin discounts are non-transferrable and non-refundable.
- 1.19 The Council reserves the right to change myDarwin discount status to void when budget Program is reached; where there is suspected abuse of the



Program by a Customer or Merchant; when an error occurs; or for any unforeseen circumstance.

- 1.20 The myDarwin discount may only be used in a participating business that has a physical shop or store that is located within City of Darwin local government area.
- 1.21 The Council at its sole discretion reserves the right to modify, change or withdraw all or any of the Terms and Conditions, herein contained, applicable to the myDarwin Program at any time without notice to the Merchant or Customer.
- 1.22 If any dispute arises regarding any of the Terms and Conditions contained herein, the decision of The Council shall be final and conclusive.

2. Merchant Terms and Conditions

- 2.1 You must register through the myDarwin website and may be approved by Council as a participating Merchant to the Program.
- 2.2 By applying for registration you agree to be bound by the Terms and Conditions.
- 2.3 You must have your own device (computer, smart phone or tablet) that can access the myDarwin portal via a web browser to redeem myDarwin discounts at the time of Transaction.
- 2.4 You should not accept printed or digital copies (e.g. screenshot) of myDarwin discounts presented by the Customer.
- 2.5 You must not accept multiple myDarwin discounts presented by the same customer in the same day.
- 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, your registration if:
 - you breach any provision of the Terms and Conditions;
 - the Council is unable to verify or authenticate any information that you provide to us; or
 - the Council believes that your actions may cause damage and/or legal liability to the Council or any other person.
- 2.7 You indemnify and hold harmless 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):



- your use of, or connection to, this site; or
 - your negligence or misconduct, breach of the Terms and Conditions or violation of any law or the rights of any person.
- 2.8 You are solely responsible for your interactions with the Customer and Council is not a party to any Transactions between you and any Customer. We reserve the right, but have no obligation, to monitor and take action regarding any disputes between you and the Customer.
- 2.9 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.
- 2.10 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 your 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.
- 2.11 To the maximum extent permitted by law, Council and its employees, agents, consultants, licensors, partners and affiliates exclude all liability to you 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 and Conditions or the use of this Program by you or any other person.
- 2.12 You agree that your use of this Program is at your own discretion and risk. You agree to release Council and its employees, agents, consultants,



licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from the Terms and Conditions or the use of this Program by you or any other person. Council may plead this release as a bar and complete defence to any claims or proceedings.

3. Merchant Eligibility

3.1 Eligibilities

To be eligible, the Merchant:

- Must be a GST-registered business with a valid ABN or ACN.
- The business should not have an annual turnover in excess of \$10 million.
- Retail, Hospitality and Tourism sector businesses are eligible to apply.

Australian and New Zealand Standard Industrial Classification (ANZSIC), 2006 (Revision 1.0) will be utilised to assess the eligible sectors. Refer Schedule 1.

- The business has been operational for over 6 months at the time of registration.
- For multiple businesses operating under one ABN, each trading name must be registered individually.
- The business should operate a physical shopfront within the Darwin municipality.
- The Merchant will be required to generate an invoice for the sale of goods and services. The GST must be calculated appropriately on the full value of the Transaction.

E.g.: The total sale is \$22 (Inclusive of \$2 GST) – This will include the \$5 myDarwin discount and the \$17 balance payment from the Customer.

3.2 Not Eligible

Businesses not eligible:

- Solely online businesses are not eligible.
- Home-based businesses may not be eligible
- Multinational and national franchises may not be eligible.



3. Redemption of myDarwin discount

- 3.1 Merchant must input the myDarwin discount alpha-numeric code and total sale value of the Transaction at the time of sale, for redemption. Failing to do so will not provide the participating Merchant with a rebate.
- 3.2 Merchant must sight the myDarwin discount code from the Customer's myDarwin portal to ensure validity. Printed or digital copies (e.g. screenshot) or verbal declaration (e.g. over the phone) of myDarwin discount details should not be accepted.
- 3.3 The myDarwin discount is considered redeemed when recorded in the Customer, Merchant and Council's myDarwin interface.
- 3.4 Merchant agrees to be audited by Council if required by presenting proof of Transaction showing the matching total sale value, myDarwin discount value applied and date of Transaction. The proof can be in the form of POS report or tax invoice.
- 3.5 It is the Merchant's responsibility to train their staff on the Program and the redemption process.

4. Payments

- 4.1 The Council will create an invoice on behalf of the merchant for all unpaid, redeemed vouchers as is reflected in the myDarwin portal.

The invoice and corresponding list of redeemed vouchers for payment will be used by the Council to process payments. A copy of both files will be sent to the Merchant's finance contact person.

- 4.2 The Council may request proof of transactions from the Merchant. If requested, the merchant must submit all supporting documentation prior to invoices being issued for payment.
- 4.3 The Council will settle payment to Merchant within 14 days of receipt of submitted complete invoices and supporting documentation.
- 4.4 The merchant may contest invoice details within 24 hours of receipt. It is the Merchant's responsibility to ensure that all invoice and supporting documents are correct and complete.
- 4.5 At the end of the scheduled program round, all requests for payments must be submitted within 45 days of program round end date.



5 Privacy

- 5.1 The Council will only collect and use information that is necessary to offer and improve this Program.
- 5.2 It is the responsibility of the Merchant to ensure all information provided is accurate.
- 5.3 All personal information is stored within Australian borders and will not be shared with third parties except for the use of this Program.
- 5.4 The Council will provide email addresses only to Mailchimp for email campaign management and communication. For more details on Mailchimp's privacy policy please visit - <https://mailchimp.com/legal/privacy/>
- 5.5 If you wish to learn more about the City of Darwin's approach to privacy please visit - <https://www.darwin.nt.gov.au/council/about-council/our-approach-to-privacy>

6 Variation

- 6.1 Council reserves the right to amend the Terms and 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. Your continued usage of this Program will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Program.
- 6.2 You may only vary or amend these Terms and Conditions by written agreement with Council.

7 Governing law and jurisdiction

- 7.1 These Terms and Conditions will be governed in all respects by the laws of the Northern Territory of Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Northern Territory and the courts of appeal from them.



Schedule 1 - ANZSIC 2006 DIVISION, SUBDIVISION, GROUP AND CLASS CODES AND TITLES

MANUFACTURING

16 Printing (including the Reproduction of Recorded Media)

161 Printing and Printing Support Services

1611 Printing

RETAIL TRADE

- 39 Motor Vehicle and Motor Vehicle Parts Retailing
 - 392 Motor Vehicle Parts and Tyre Retailing
 - 3921 Motor Vehicle Parts Retailing
 - 3922 Tyre Retailing
- 41 Food Retailing
 - 411 Supermarket and Grocery Stores
 - 4110 Supermarket and Grocery Stores
 - 412 Specialised Food Retailing
 - 4121 Fresh Meat, Fish and Poultry Retailing
 - 4122 Fruit and Vegetable Retailing
 - 4129 Other Specialised Food Retailing
- 42 Other Store-Based Retailing
 - 421 Furniture, Floor Coverings, Houseware and Textile Goods Retailing
 - 4211 Furniture Retailing
 - 4212 Floor Coverings Retailing
 - 4213 Houseware Retailing
 - 422 Electrical and Electronic Goods Retailing
 - 4221 Electrical, Electronic and Gas Appliance Retailing
 - 4222 Computer and Computer Peripheral Retailing
 - 4229 Other Electrical and Electronic Goods Retailing
 - 423 Hardware, Building and Garden Supplies Retailing
 - 4231 Hardware and Building Supplies Retailing
 - 4232 Garden Supplies Retailing
 - 424 Recreational Goods Retailing
 - 4241 Sport and Camping Equipment Retailing
 - 4242 Entertainment Media Retailing
 - 4243 Toy and Game Retailing
 - 4244 Newspaper and Book Retailing
 - 4245 Marine Equipment Retailing
 - 425 Clothing, Footwear and Personal Accessory Retailing
 - 4251 Clothing Retailing
 - 4252 Footwear Retailing
 - 4253 Watch and Jewellery Retailing
 - 4259 Other Personal Accessory Retailing
 - 427 Pharmaceutical and Other Store-Based Retailing
 - 4271 Pharmaceutical, Cosmetic and Toiletry Goods Retailing
 - 4272 Stationery Goods Retailing
 - 4273 Antique and Used Goods Retailing



- 4274 Flower Retailing
- 4279 Other Store-Based Retailing n.e.c.

ACCOMMODATION AND FOOD SERVICES

- 44 Accommodation
 - 440 Accommodation
 - 4400 Accommodation
- 45 Food and Beverage Services
 - 451 Cafes, Restaurants and Takeaway Food Services
 - 4511 Cafes and Restaurants
 - 4512 Takeaway Food Services
 - 4513 Catering Services
 - 452 Pubs, Taverns and Bars
 - 4520 Pubs, Taverns and Bars
 - 453 Clubs (Hospitality)
 - 4530 Clubs (Hospitality)

ADMINISTRATIVE AND SUPPORT SERVICES

- 722 Travel Agency and Tour Arrangement Services
 - 7220 Travel Agency and Tour Arrangement Services

ARTS AND RECREATION SERVICES

- 89 Heritage Activities
 - 891 Museum Operation
 - 8910 Museum Operation
 - 892 Parks and Gardens Operations
 - 8921 Zoological and Botanical Gardens Operation
 - 8922 Nature Reserves and Conservation Parks Operation
- 91 Sports and Recreation Activities
 - 913 Amusement and Other Recreation Activities
 - 9131 Amusement Parks and Centres Operation
 - 9139 Amusement and Other Recreational Activities n.e.c.
 - 95 Personal and Other Services
 - 951 Personal Care Services
 - 9511 Hairdressing and Beauty Services
 - 9512 Diet and Weight Reduction Centre Operation

