

Trade Promotion: Schedule of Conditions of Entry

Promotion Name	FREE Car Park at Marketplace Car Park for 2020
Promotion Type	Public (external)
Promotion Style	Game of Chance
Promoter	Parkify Technologies ABN 46 616 302 615
Relevant States	Tasmania only
Entry Restrictions	Entry is open to all residents of Tasmania aged 18 years or over who have downloaded the Parkify App and Registered as a user.
Promotion Period	Opens: 9 A.M. AEST 19/11/19 Closes: 5 P.M. AEST 23/12/19
Entry Procedure	Download the Parkify app and register as a user.
Maximum Number of Entries	Limit of one entry per person
Draw Details (if game of chance)	Date: 24/12/2019 Time: 12pm Location: Sultan Holdings Level 5/81 Elizabeth Street Hobart TAS 7000
Draw Method:	Electronic Draw
Prize Details	1 car park with access to 1 swipe card for 1 vehicle for the duration of 2020 at Marketplace Carpark only. Multiple vehicles not included and cannot be redeemed for cash. Parking is made available in the RED RESERVED ZONE of the carpark only where spaces are marked PERMIT HOLDERS ONLY.
Prize Restrictions	The prize is valid for 12 months from the 1/1/2020 – 31/12/2020 and is subject to Sultan Parking terms and conditions which can be accessed here: https://www.sultanparking.com.au/wp-content/uploads/2019/09/Market-Place-Parking-Agreement-247-2019.pdf
Total Prize Pool	\$3600
Notification of Winner	The winner will be notified by phone and by email on 24 December 2019.

Publication Details	The winner's name and state of residence will be published on the Parkify Facebook Page once the winner has been notified.
Additional Terms	Parking Card will be awarded to the winner within 5 days of the draw. If the Winner does not claim the Prize within the 5 days it will be redrawn and awarded to another entrant.
Promoter's Privacy Policy	The Promoter's privacy policy can be found at https://parkify.com.au/privacy-policy

Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

Eligibility

3. Entry to the Promotion is open to residents of the Tasmania who meet the Entry Restrictions.
4. The Promotion will be conducted during the Promotion Period.
5. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
7. Entrants may enter the Promotion with one Entry per Person only accepted.
8. Entries must be registered through the Parkify app and received by the Promoter during the Promotion Period.
9. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes the contents of the registration page in the Parkify app that entrants use to submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole

discretion or any other content guidelines notified by the Promoter during the Entry process for the Promotion.

Determining and notifying winners

11. The Prize draw will be conducted in accordance with the Draw Details. The Prize will be awarded to the valid Entry randomly drawn in accordance with the Prize Details.

12. The Winner will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

Prizes

13. The Prize is specified in the Prize Details. The Prize is subject to any restrictions specified in the Schedule. The Total Prize Value is specified in the Schedule.

14. The Prize is not transferable, exchangeable, or redeemable for cash.

15. The Parking Card that is issued as the Prize is only valid up to and including the Card expiry date specified on the Parking Card, and is subject to any terms and conditions imposed by Sultan Parking. Once awarded, the Promoter is not be liable is the Parking Card has been lost, stolen, forged, damaged or tampered with in any way.

Claiming prizes

16. The Prize must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.

17. If the Prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prize in accordance with the Additional Terms specified in the Schedule, subject to any directions given by any relevant authority. The winner of unclaimed prize will be notified and have their name and State/Territory of residence published in accordance with the Publication Details.

General

18. The Promoter and its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) will be known as the "Parkify Technologies".

19. The Promoter collects personal information from all participants in order to conduct the Promotion. If the information requested is not provided, the participant may not participate in the Promotion or claim the Prize and their entry may be discarded. It is a condition of entry into the Promotion that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter. By entering this promotion, participants consent to the use of their names and likenesses in this manner. The Promoter's treatment and storage of personal information will be handled in accordance with all applicable laws in Australia. The Promoter will use and disclose the

Entrant's personal information to anyone it engages to do something on its behalf, and other organisations that assist the Promoter with its business. The Promoter's Privacy Policy, available at <https://parkify.com.au/privacy-policy> or by calling 1800651505 contains information about how the Promoter handles the Entrant's personal information. The Promoter and its employees may contact the Entrant or send the Entrant information regarding other products and services offered by Parkify Technologies, including sending electronic messages or telephoning the Entrant. If the Entrant does not wish to receive these communications they can notify the Promoter by writing to Parkify Technologies Privacy Officer, PO Box 4851, Bathurst Street, Hobart, TAS 7000, or calling the Promoter on 1800651505. Entry is conditional on Entrants providing their personal information for these purposes. The Winner may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of the Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion.

20. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any other member of the Parkify Technologies Group make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these terms and conditions.

21. Nothing in these terms and conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Corporations Act 2001, the Competition and Consumer Act 2010, Australian Consumer Law or any equivalent State or Territory legislation. If any guarantee, warranty, term or conditions implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any prizes awarded under these terms and conditions cannot be excluded (a "Non-Excludable Provision") and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter and all members of the Parkify Technologies Group for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:

- a. the replacement of the prize or the supply of an equivalent prize,
- b. the supplying of the prize again,
- c. the payment of the cost of replacing the prize, or of acquiring an equivalent prize,
- d. the payment of the costs of having the prize supplied again.

22. To the maximum extent permitted by law, the Promoter and all other members of the Parkify Technologies Group expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Promotion or the acceptance of any Prize. The Winner indemnifies the Promoter and all members of the Parkify Technologies Group against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any member of the Parkify Technologies Group arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these terms and conditions.

23. If a Scrutineer is required by any relevant authority, representatives of the Parkify Technologies Group Legal Services have been appointed to confirm that the processes followed by the Promoter provide reasonable assurance that all persons who are entitled to participate in the Promotion are entered and that the Promotion is fair. In the event of a dispute those representatives will act as adjudicators and their decision will be final and no correspondence will be entered into.

24. Neither the Promoter nor any other member of the Parkify Technologies Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.

25. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.