

Rotto Dollars Conditions of Participation

By participating, or attempting to participate, in the Promotion, each Customer is bound by and agrees to comply with these Conditions of Participation ("these Conditions") –

1. For these Conditions the following words have meanings ascribed to them below –

Approved Ferry Provider means one of the following companies – Rottnest Express, Rottnest Fast Ferries and SeaLink Rottnest

Approved Air Provider means one of the following air passenger providers – Rottnest Air Taxi, Corsaire Aviation, Air West Charters

Claim includes claim, legal action, demand, lawsuit, litigation and cause of action.

Company means iVenture WA Pty Ltd.

Consequential Loss includes loss of revenue, profit, savings and business opportunity.

Customer means any customer participating in the Promotion.

Excluded Person means any:

- (a) owner, officer, staff member, volunteer, or employee of RIA, the Company or any business or contractor operating at, for or from the Island, or any friend, relative (including relative by marriage) or partner of any of those persons; or
- (b) resident of Rottnest Island.

Law means any rule or requirement of any statute, subsidiary legislation, the common law or equity.

Participating Merchant means any merchant, located on Rottnest Island, which participates in the Promotion.

Promotion is the process where eligible Customers receive a \$20 Voucher to be redeemed toward purchases made by them with Participating Merchants during the Promotion Period, in accordance with these Conditions.

Promotion Period means 3 July 2020 to 31 August 2020 inclusive.

Redemption Period means 6 July 2020 to 30 October 2020 inclusive.

RIA means Rottnest Island Authority.

State means the State of Western Australia and includes all agents and officers thereof.

Voucher means the \$20 vouching issues to an eligible Customer as part of the Promotion.

- 2. Customers must travel to Rottnest Island with a paid adult fare; and may not be an Excluded Person.
- 3. Customers who make a qualifying purchase during the Promotion Period will qualify for a '\$20 Rotto Dollars' Voucher to be redeemed on Rottnest Island at the stores of Participating Merchants during the Redemption Period.
- 4. A qualifying purchase must be made during the Promotion Period.



- 5. Customers are eligible to earn a \$20 Voucher when they 'book, pay and travel' for a minimum adult day fare with an Approved Ferry Provider or Approved Air Provider during the Promotion Period.
- 6. The redemption purchase can exceed the Voucher value.
- 7. The unique Voucher will be issued by the Rottnest Island Visitor Centre upon presentation by the Customer of evidence of qualifying purchase (ticket) The Rottnest Island Visitor Centre will enter contact information (email address) to the iVenture Smartvisit system which will then issue a QR code Voucher to scan at point of sale of Participating Merchants on Rottnest Island during the Redemption Period.
- 8. Customers are eligible to receive only one Voucher, in a single qualifying transaction during the Promotion Period. Each original Voucher can only be redeemed once, and only one Voucher can be redeemed per qualifying transaction during the Redemption Period.
- 9. The Voucher can only be redeemed during the Redemption Period. Only original Vouchers are valid for redemption. The Voucher entitles the Customer to use any credit on or remaining on the Voucher toward the purchase price of goods or services of Participating Merchants to the nominated value. The Voucher cannot be redeemed for cash. The Voucher cannot be used as payment to purchase a gift card.
- 10. RIA shall not replace any Voucher if lost or stolen.
- 11. The Promotion is valid while stocks last, sorry no rain checks. Participating Merchants or their stock may be unavailable at any time or from time to time.
- 12. The Promotion is not available in conjunction with any other special, discount, or promotional offer unless otherwise stated.
- 13. RIA reserves the right to withdraw or alter the Promotion at any time whensoever. RIA reserves the right to change these Conditions from time to time. Customers should review these Conditions on a regular basis.
- 14. All claims under or in connection with the Promotion will be subject to RIA's validation and verification checks in respect to any Customer. In that regard, RIA's decision is final and non-justiciable, and no correspondence will be entered into.
- 15. Each of RIA and the State shall not be liable (in negligence or howsoever) for any loss or damage whatsoever which is suffered (including but not limited to Consequential Loss) or for personal injury which is suffered or sustained, as a result of the Customer participating in the Promotion.
- 16. All items of any Participating Merchant are advertised in good faith to be available. However, unforeseen problems or unexpected demand may occasionally result in goods and services being unavailable from Participating Merchants. While great care has been taken to ensure accuracy of all prices and descriptions, each of RIA and each Participating Merchant reserves the right to correct any errors and adjust prices, especially for GST, customs duty or other statutory charges that are out of their control.
- 17. Each Customer must comply with all Laws in respect to the Promotion and these Conditions.



- 18. All information provided by the Customer to anyone (including RIA) under, in connection with, or preparatory to these Conditions or the Promotion shall be true, complete and correct and in no way misleading or deceptive.
- 19. No Customer shall have or be entitled to bring any Claim against RIA or the State for any or in respect to any loss suffered by them in connection with or arising from these Conditions, the Promotion or any Customer's participation in the Promotion (even if any such loss was or might have been caused by RIA's or the State's negligence or contractual breach).
- 20. If a Customer for whatever reason cancels their ferry booking, or has their ferry booking cancelled, they will not receive a Voucher to make purchases under the Promotion.
- 21. The Customer shall indemnify RIA and the State, and all their respective officers and employees from all cost, expense, damage, loss or liability sustained by any of them on account of the Customer committing or allowing any non-compliance with these Conditions (including the bringing or allowing of any Claim brought in contravention of these Conditions).