Skip & Mastercard® Click To Pay Promotion 2024 Promotion Terms & Conditions

These Terms & Conditions of Entry contain important information you need to know about your entry and the Promotion generally. Make sure you read these Terms & Conditions of Entry carefully.

Information about how to enter and the Promotion form part of these Terms & Conditions of Entry. If you choose to participate in this Promotion, then you agree that these Terms & Conditions of Entry apply to your entry.

PROMOTION NAME	Skip & Mastercard® Click to Pay Promotion 2024
PROMOTION PROMOTER PROMOTION PERIOD	Skip Zero Pty Ltd ABN 91 639 317 865 of 12 / 360 Elizabeth Street, Melbourne VIC 3000 The promotion starts at 1:00am on 7 th October 2024 AEDT. The promotion closes 11:59pm 31 st December 2024 AEDT (Promotion Period), or may end prior if the \$380,000 (inclusive of GST) Promotional pool is exhausted, whichever comes
WHO CAN ENTER	first. To be eligible for the Promotion offer you need be an Australian Resident, be 13 years or older and have a Mastercard® debit or Mastercard® credit card. Residents aged under 18 years of age as of the Promotion date must have permission from a parent or guardian to participate in this promotion.
HOW TO ENTER	To be eligible for the Promotion offer, individuals must complete the following: 1. Choose the item/s you wish to purchase on Skip App or Skipapp.com.au from any merchant 2. When in the Skip 'Order' page, and prior to clicking 'Place Order' select Mastercard® Click to Pay as your Payment Method, agreeing to Mastercard® Click to Pay terms, https://www.Mastercard.com/global/click-to-pay/en-us/terms-of-use.html 3. Complete your payment using your Mastercard® credit or debit card 4. For orders of \$4.00 or above the \$2 discount will automatically be applied (you'll see this discount on the 'Order' page) 5. Successfully complete your purchase on Skip. It is important to note that users with a Mastercard® Debit or Mastercard® Credit Card must choose Mastercard® Click to Pay on Skip and pay with your Mastercard® prior to 'Place Order' being selected otherwise no promotional discount will apply. No promotional discount will be applied to orders processed via any another payment method. Entries must be received during the Promotion Period and in accordance with these Terms & Conditions of Entry. Entries will not be accepted in any other way or form or at any other time. Incomplete and ineligible entries will be deemed invalid. Entries are capped at a maximum of 21 orders per week, per Skip Account. (Monday to Sunday). Once a Skip account exceeds 21 orders within that week then any future order, made in that same week, is ineligible for the promotion. The 21 order per week cap will reset each Monday until the end of the Promotion.

PROMOTIONAL OFFER

Each eligible order of \$4.00 or more made during the Promotion Period will automatically receive \$2.00 off their order, up to a total Promotional pool of \$380,000 (RRP, including GST) or the end of the Promotion Period, whichever comes first.

The maximum promotional discount is \$2.00 per successfully processed order and no promotional discount will apply for orders less than \$4.00.

Orders that are not successfully processed by Skip and Mastercard Click to Pay using a Mastercard® debit card or Mastercard® credit card are ineligible for the promotional discount.

This offer is not transferable or exchangeable and cannot be redeemed for cash or any other form of consideration. If a promotion is unavailable for any reason, we may substitute it for another item of equal or higher value, subject to any written directions of a regulatory authority. We accept no other liability or responsibility for any loss incurred by a participant or any other party if any promotional discount(or any part of a promotional discount) is unavailable for any reason.

Where an order is eligible for a refund or part refund under the Skip Terms and Conditions this will be made only on the component paid for by the Skip user. No refund is applicable to the promotion.

Any costs not expressly included in the offer description are the responsibility of the entrant.

GENERAL

- 1. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, social media functionality, social media owners, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including (without limitation) any costs incurred.
- 2. We may declare any or all of your entries invalid, and prohibit your further participation in this Promotion, if you:
 - (a) fail to verify your personal details and/or eligibility to enter the Promotion to our satisfaction;
 - (b) tamper with or benefit from any tampering with the entry process or the operation of the Promotion;
 - (c) submit an entry which in our opinion is not in accordance with these Terms & Conditions of Entry;
 - (d) act in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or

- (e) engage in conduct in entering the Promotion which in our opinion is unfair or in bad faith, fraudulent, misleading, deceptive, unlawful, wrongful, or generally damaging to the goodwill or reputation of the Promotion and/or us or any promotional provider. This includes where you share receipts or product labels to enter the Promotion or where you use multiple names or addresses to register multiple entries.
- 3. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, then we may cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries (subject to any written directions from a regulatory authority).
- 4. The Promoter reserves the right to cancel or amend the Promotion, the promotional offer and/or these Terms and Conditions without prior notice. Any such changes will be notified to participants as soon as reasonably possible by the Promoter.
- 5. Our decisions in connection with the Promotion are final and no correspondence will be entered into.
- 6. We and our associated agencies and companies, and the agencies and companies associated with this Promotion (including Facebook and Instagram, if the Promotion is conducted via the Facebook or Instagram Platforms), will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a promotional discount, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 7. We and our associated agencies and companies will not be liable for any damage to or delay in transit of promotional discounts.
- 8. We may, in our absolute discretion, prohibit an entrant's participation in this Promotion, cancel or suspend a Promotion, or otherwise cease to provide any promotional discount to a winner, if the entrant or winner (or any companion) is (in our opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish our good name and reputation or our products and brands, or is contrary to law or is otherwise inappropriate.
- 9. We accept no responsibility for any tax implications that may arise from the promotion winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, you agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 10. We collect personal information in order to conduct the Promotion and may disclose such information to third parties (including agents, contractors, service providers and promotion suppliers) for that purpose. We may also use your information for marketing and promotional purposes. See our privacy policy at https://www.skip.com.au/privacy for full details.
- 11. Any part of these Terms & Conditions of Entry which are void or not enforceable by law will be automatically severed from these Terms & Conditions of Entry, where possible, to ensure that

the remaining provisions of the Terms & Conditions of Entry remain in effect. We may vary these Terms & Conditions of Entry from time to time as required for compliance with law or for the purposes of correcting any error or omission. As such, it is the responsibility of every entrant to ensure that they review these Terms & Conditions of Entry at the time of entry and all other material times.

12. These Terms & Conditions of Entry will be governed by and must be construed in accordance with the laws of Victoria, Australia, and each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia, and their courts of appeal.