

NSW Seniors Card – Terms and Conditions (Businesses)

Terms and conditions applicable to businesses participating in the NSW Seniors Card Scheme

Please read these terms and conditions as they will apply immediately to all businesses whose applications to participate in the NSW Seniors Card Scheme (**Scheme**) are approved.

The Scheme is administered by the NSW Department of Communities and Justice (**DCJ**). The DCJ may at any time engage a third party to administer the Scheme on its behalf. Therefore, references in these terms and conditions to the DCJ include any third party engaged or appointed by DCJ to administer the Scheme.

1. Definitions

Agreement means the agreement governed by these terms and conditions, and includes any appendices, annexures, and attachments

Commencement Date means the date when You are notified that Your application to be registered as a Participating Business is approved

Disclaimer means the disclaimer in the form set out in the Appendix attached to these terms and conditions

Discount means the percentage discount stated in (and approved by Us) in Your Application for registration as a Participating Business

NSW Fair Trading means the Building Investigations Branch of NSW Fair Trading, an agency within the NSW Department of Customer Service

Offer means the offer of the Discount or other approved commercial offer available to Card holders who purchase goods and/or services from You

Participating Business means a business in respect of which an application for registration as a participant to provide discounts and benefits under the Seniors Card Scheme has been approved

Platform means the Service for Business Portal hosted by Service NSW, an agency within the NSW Department of Customer Service

Scheme means the Seniors Card Scheme

Senior or Card Holder means any person holding either a valid Seniors Card or Seniors Savers Card, being a card issued by or on behalf of the DCJ to a person who satisfies the eligibility criteria determined by or on behalf of DCJ, at its sole discretion, as amended from time to time

You or Your means the Participating Business; and

We or Us or Our means the DCJ.

2. Acceptance of the terms and conditions

You accept that you will be bound by this Agreement from the Commencement Date.

3. Term

This Agreement will continue to apply until:

3.1 We give You written notice that You no longer meet the eligibility requirements to be Participating Business or You have breached this Agreement or;

3.2 We end the Seniors Card Scheme.

3.3 We also reserve the right to remove Participating Businesses from the Seniors Card Scheme at Our sole discretion.

4. Senior Card Welcome Here Logo

4.1 You acknowledge that We are the authorised licensee of the registered proprietor of the trademark subsisting in the Seniors Card Welcome Here Logo;

4.2 You agree to:

- (a) display the Seniors Card Welcome Here Logo only on the landing page of Your website and on the page on which the Offer is contained and, unless Your business is conducted only online, in a prominent place at all Your retail business outlets, other than at those outlets in respect of which You have notified us, at the time of making Your application for registration as a Participating Business, will not participate in the Scheme. Where the Seniors Card *Welcome Here Logo* appears on any page of Your website, You agree to clearly draw the attention of viewers of those pages of Your website to the Disclaimer;
- (b) not alter or use the Seniors Card *Welcome Here Logo* in any way not authorised under this Agreement or in writing by Us;
- (c) not permit any other person or organisation to use or have access to the Seniors Card *Welcome Here Logo* without our prior written consent;
- (d) not assert any rights to, or in, any intellectual property rights subsisting in the Senior Card *Welcome Here Logo*;
- (e) do all things reasonably necessary to protect the registration and prevent the infringement of any intellectual property rights subsisting in the Senior Card *Welcome Here Logo*; and
- (f) stop using the Senior Card *Welcome Here Logo* if directed by Us to do so.

5. Obligations of Participating Business

You agree to:

- 5.1 ensure that the Offer is made available to all Card Holders;
- 5.2 ensure that all goods and services which form part of the Offer and the Offer itself comply in all respects with the requirements of the Australian Consumer Law and any other applicable laws;
- 5.3 use Your best efforts to resolve any complaints or queries raised by a Card Holder fairly, promptly and in accordance with applicable law;
- 5.4 not make any representations on behalf of Us or any other agency or instrumentality of the NSW Government except as expressly permitted under

this Agreement. For clarity, You must not make any statement that could create the impression that We or the Government of NSW is the provider of the Offer or the goods and/services being acquired by a Card Holder from You, or that We or the Government of NSW has endorsed the Offer or Your goods and/or services;

5.5 immediately remove the Seniors Card *Welcome Here Logo* from all Your outlets on ceasing to be a Participating Business;

5.6 ensure that the terms of this Agreement are complied with by any business that is a licensee of You (including a franchisee) as if that licensee was a party to this Agreement.

6. Permissions

You agree that We have the right, at our sole discretion from time to time to:

6.1 include (without charge to you) Your details (including name, logo, contact details and Offer) on the Scheme's website (currently www.seniorcard.nsw.gov.au) and on, or in, any other communication platforms and publications (including Our Senior Card Directory) relating to the Scheme. You acknowledge and agree that You are responsible for updating and ensuring that Your relevant business contact details, information and Offers are accurate and update, on the Platform. Neither We, nor any agency of the NSW Government will have any responsibility or liability to You for the content, contact and other details appearing in any of these communication platforms and publications;

6.2 to provide you with the opportunity (subject to applicable terms and conditions (including payment of fees etc.) to offer to purchase various advertising and marketing products or services (including advertising space) with Us for Your business and the Offer.

7. Information

7.1 You agree to promptly provide us, when requested, with all information reasonably necessary to respond to any queries or complaints raised by a Card Holder or other third party in connection with any interaction by the Card Holder and You or Your business in respect of an Offer. Despite the first sentence, You accept that it is Your responsibility to address and resolve queries and complaints directly with a Card Holder, unless we direct you otherwise in writing.

7.2 You also agree to promptly provide Us with any information we request that we consider to be relevant to Your participation or continued participation in the Scheme.

8. Accuracy of Application

You confirm to Us that all information contained in Your application for registration as a Participating Business was, when submitted, true and correct in all respects. You also confirm that You will notify Us in writing promptly on becoming aware that any such information is no longer true and accurate by update your details in the Portal.

9. No Liability

9.1 You acknowledge and agree that neither DCJ nor any other agency of the NSW Government will have any liability to You for any loss or damage, whether direct or indirect, incurred by You as a result of or in connection with Your participation in the Scheme, any Offer, Your application for registration as a Participating Business or otherwise in relation to this Agreement.

9.2 In consideration of being authorised to participate in the Scheme, including using the , *Senior Card Welcome Here Logo*, on the terms set out in this Agreement, You agree to indemnify Us and the NSW Government in respect of any claim, demand, cost, damage, loss, liability or expense incurred by Us or the NSW Government as a result of or in connection with You breaching this Agreement (including in relation to the use or misuse of the *Senior Card Welcome Here Logo*) or supplying or failing to supply the Offer.

10. Changing Terms and Conditions

10.1 You acknowledge and accept that We may change this Agreement or the terms and conditions applicable to Card Holders at any time.

10.2 We will notify You in writing of any changes to this Agreement and this Agreement as amended will become binding on You immediately after the amendments have been made. If you do not consent to these amendments, you may terminate this Agreement immediately through the Platform.

11. Governing Law

This Agreement is governed by the laws of the State of New South Wales and the parties agree to the exclusive jurisdiction of the courts of the State of New South Wales.

Appendix

Disclaimer

The fact that businesses advertise their goods and/or services as part of the Seniors Card program, should not be considered to be an endorsement by the NSW Government, including the Seniors Card, of the products and/or services offered or provided by those businesses, or that those goods and/or services are appropriate for Your needs or requirements. You are encouraged to exercise Your own independent judgement and, where appropriate, to seek Your own legal, financial and medical advice before taking up any offers or acquiring any goods and/or services offered by the businesses.