

# Adelaide Airport Shake Off

## Terms And Conditions Of Use

The following general terms and conditions ("**Terms**") form a legally binding agreement between You and Us in relation to Your access to, and use of, Shake Off. By downloading, installing or otherwise using Shake Off, You acknowledge and warrant to Us that You have read, understood and agree to be bound by these Terms. If You do not accept these Terms, You must refrain from accessing or using Shake Off. By clicking "I Agree" or by otherwise using Shake Off (which includes this version and any other update, feature or future version of Shake Off that We may provide) You agree to the following Terms, so You should read these Terms carefully.

In these Terms, "**Shake Off**" means, collectively and individually, the Adelaide Airport Shake Off Application and the Services. Other definitions for certain capitalised terms are set out at the end of these Terms.

### 1. Eligibility

By using Shake Off You represent and warrant that You are at least 18 years old or, if You are younger than 18, that You have the permission of a parent or guardian. Parents and guardians of Users under the age of 18 must read and agree to be bound by these Terms and are responsible for such use of Shake Off.

If You are accepting these Terms on behalf of another person, then You represent and warrant that You have the power and authority to bind such person to these Terms.

### 2. Access

The use of Shake Off or some of Our Services may require You to register with Us or open an account. To do so, You must complete the registration process in the manner described on the Application. By registering with Us, You agree that all information You provide is accurate and up to date and does not infringe any person's rights. You must also update Your details if any of them change.

Registration is non-transferable. You are responsible for all of the activities that occur under Your account. You should carefully choose Your password and user name and protect them from unauthorised use. Please let Us or the Administrator know immediately of any unauthorised use of Your account or any other breach of security. We are not liable for any loss if someone else uses Your password or account.

Third party facilities, including software programs, may be necessary or appropriate in conjunction with Your access to or use of Shake Off. This may include, for example, where You register for Shake Off using Your Facebook account. You agree that Your use of such facilities is governed by the relevant third party's user terms and/or licence/services agreement and not by these Terms.

Access to Shake Off is permitted on a temporary basis, and We, and our agents, reserve the right to suspend, withdraw, discontinue or amend all or any part of Shake Off without notice. We will not be liable if, for any reason, Shake Off is unavailable at any time or for any period. You are responsible for making all arrangements necessary for You to have access to Shake Off.

### 3. No payment

We do not charge Users a Fee for using the Services. However, You will be responsible for payment of any goods or services redeemed through Shake Off that are in excess of the Offer value.

#### **4. External sites and third party service providers**

In using Shake Off, You may come across links or references to external links, service providers, merchants or suppliers. This may include, for example, links to Google Maps and other location-related services accessed in connection with an Offer.

We do not endorse, warrant, guarantee or make any promises about such external links or about any information, products or services that any third parties may supply to You. Any transaction You have with these service providers are between You and them, and We are not a party to such interaction or agreement.

By accessing external links to third party service providers and other sites through Shake Off, We do not promise that they are appropriate, that they work or that they are virus free. You agree to take reasonable precautions in accessing and using such external links.

We accept no responsibility for any loss or damage that may arise from You accessing external links through Shake Off or from Your use of, or engagement or transaction with, any third party service providers.

#### **5. Interactions through Shake Off**

Shake Off is a platform intended to facilitate the interaction between Us, Users and Vendors. You acknowledge and agree that You are solely responsible for any interaction, relationship, agreement or arrangements between You and any Vendor in redeeming or claiming any Offer, or otherwise. Any transaction or dealing You may enter with any Vendor or otherwise in connection with any Offer is entirely at your own risk. You agree that We are not liable for any decision made or action taken in reliance on any Offer or other information contained on or omitted from Shake Off. You acknowledge that any transaction or dealing You enter into with any Vendor may be subject to You entering into a separate, binding agreement with that Vendor. We are not a party to any such agreement or arrangement entered into by or between You and any Vendor.

We are not responsible for resolving or dealing with any disputes, disagreements or matters in relation to any dealings between You and any Vendor, and we are not obliged to be involved in such disputes, disagreements or matters in any way. If You have a dispute with one or more Vendors, You release us (and our directors, employees and agents) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes. By using Shake Off, You agree to take reasonable precautions in all interactions with Vendors.

#### **6. Content on Shake Off**

You acknowledge that any information displayed on Shake Off (including with respect to any Offer) should not be considered advice or a recommendation to acquire any product or service or to otherwise engage in any relationship or transaction with any Vendor. You acknowledge and agree that You will exercise all due care and caution in, and that You are solely responsible for, entering into any transaction, arrangement or agreement for the sale, purchase or consumption of information, products and/or services via Shake Off or in redemption of the Offer. You agree that You are solely responsible for any Content or information that You provide or post to Shake Off.

#### **7. Offers by Us**

To access Offers, you may need to 'shake' your mobile device.

Take care when shaking your mobile device. You agree that You shake your device entirely at Your own risk. We do not accept liability for any loss, damage or injury caused by You shaking Your mobile device (including for example injury to yourself, third parties or damage to your device or other property).

You acknowledge and agree that:

- (a) all Offers are subject to availability, and such availability may depend on (without limitation):

- i. the date and time;
  - ii. the length of time since You have previously used Shake Off to access, or attempt to access, an Offer with no more than one Offer being available in any 7 day period;
  - iii. if you have a unclaimed Offers; and
  - iv. the terms of the Offer;
- (b) shaking your mobile device will not necessarily result in an Offer being made available to You, and We do not promise or guarantee that You will receive any Offers;
- (c) Our "Adelaide Airport Shake Off Retail Voucher Terms and Conditions", set out in Annexure A and available on our website, will apply in addition to these Terms with respect to the Offer;
- (d) unless otherwise specified, Offers may only be redeemed:
  - i. at the participating retailers venue, as specified on Our website; and/or
  - ii. within the timeframe and promotional period specified with respect to the Offer,and You acknowledge that such Offers will expire if You fail to redeem the Offer within the specified timeframe;
- (e) photographs appearing on Shake Off to illustrate details of Offers are intended to be indicative only;
- (f) Offers may be subject to change at any time without notice;
- (g) We are not responsible if any Offer does not meet Your expectations; and
- (h) Any concerns or issues regarding redemption of an Offer should be raised with Us via email to [airport@aal.com.au](mailto:airport@aal.com.au) and we shall attempt to resolve.

## **8. Information You provide to Us**

When You use Shake Off, You may send personal information to Us. We will use, store and handle this information in accordance with the *Privacy Act 1988* (Cth) and Our privacy policy which may be accessed at <https://www.adelaideairport.com.au/privacy/>. Our privacy policy applies to You and Your use of Shake Off at all times.

We do not claim ownership of the information, Content or data (which may include geographic location data) that You provide to Us in using Shake Off (**Your Data**). You (or Your licensors, as applicable) will continue to own any and all Intellectual Property in Your Data. However, You agree to grant Us a perpetual, non-exclusive, assignable, worldwide and royalty free licence (with a right to sub-licence, including to the Administrator) to use, store, reproduce, adapt, communicate, publish, display and/or distribute Your Data. This right continues even if You no longer use Shake Off.

We and the Administrator will only use Your Data for the purposes of providing the Services; for operating, promoting or improving Shake Off; for developing other products or services; for conducting direct marketing to You; and for any other purposes set out in Our privacy policy or these Terms. This means, for example, that We and/or the Administrator might use Your Data to compile statistical information for use in marketing Shake Off, to make improvements to it, or to develop complementary products or services.

Without limiting the above, You acknowledge that We or the Administrator may also de-identify Your Data or aggregate it in such a way that it cannot be used to identify You (**De-identified Data**). To the extent that any De-identified Data is owned by You, You unconditionally and irrevocably grant Us a perpetual, non-exclusive, assignable, worldwide and royalty free licence (with a right to sub-licence, including to the Administrator) to use, store, reproduce, adapt, communicate, publish, display, disclose, distribute, commercialise and/or otherwise exploit such De-identified Data for any purpose We see fit (including without limitation by creating or improving products and services, which We may sell, license or otherwise provide to third parties for reward). This licence survives termination of these Terms for any reason.

If You use third party programs in conjunction with Shake Off (such as Facebook), You acknowledge that We or the Administrator may allow the providers of those third party programs to access such of Your Data as required for the interoperation of such third

party programs with Shake Off. We are not responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third party program providers.

You warrant and undertake to Us that any and all of Your Data provided by You or with Your authority:

- (a) is accurate, complete and up-to-date;
- (b) is not misleading or deceptive;
- (c) does not contravene any Applicable Laws or violate or infringe any copyrights, trade marks or any other intellectual property rights or rights of third parties, including the rights of publicity or privacy; and
- (d) otherwise complies with these Terms.

If You would like to know more about how We use, store or handle Your Data (including Your personal information), please contact Us at [airport@aal.com.au](mailto:airport@aal.com.au).

## **9. Location services**

The location-based Offers, map functionality and other geographic location-based Services provided on or through Shake Off (**Location Services**) are offered by collecting, storing, transmitting or processing Your device's location data. The availability of Offers and certain parts of Shake Off may rely on Our Location Services, and the availability of Offers may depend on the location data You provide.

Without limiting anything in these Terms, by using Our Location Services You consent to us collecting and using Your location data for the purpose of providing Shake Off and the Location Services to You in accordance with these Terms and our privacy policy.

You agree that such Location Services may be erroneous, inaccurate, incomplete or time-delayed and shall not be used for emergency or life-saving purposes. We do not warrant that the Location Services will be complete or free of inaccuracies, or that they will not suffer from time-delays.

In particular, we do not represent or warrant that:

- (a) Your use of the Location Services will meet Your requirements; or
- (b) any information obtained by You as a result of Your use of the Location Services (such as Offers) will be current, accurate or reliable.

Without limiting the foregoing, You acknowledge that some Location Services may not be available for use at all times or in certain circumstances.

## **10. Advertisement information and cookies**

We may allow certain Users or Vendors to post information (including with respect to Offers) on the Application. We are not responsible for any incorrect, inaccurate, incomplete or unreliable information provided by any User or Vendor. Users are solely responsible for relying on any such information. You may not copy, duplicate, distribute, display, sell, translate, publish, transmit or modify any such information without express consent from Us.

Advertisements displayed on Shake Off (which may be delivered by Our advertising partners or the Administrator) may set cookies. These cookies, which are industry standard and used by most websites, allow the ad server to recognise Your device each time they send You an online advertisement to compile non-personal identification information about You or others who use Your device. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to You. If You do not want information to be collected through the use of cookies, there is a simple procedure in most browsers and mobile devices that allows You to deny or accept the cookie feature. Please be aware that denying the cookie feature may prevent You from taking full advantage of Shake Off.

## **11. Changes to Shake Off and its availability**

We may change or improve Shake Off at any time. For example, We may develop and distribute updates, enhancements or new features. We may also restrict access to all or any part of Shake Off, stop making Shake Off available or modify its availability in any way. We are under no obligation to update any material that may be out of date at any given point in time.

We will always try to give You notice of any changes to Shake Off or its availability before such changes take effect, although this may not always be possible. To the maximum extent permitted by law, We do not accept liability for any damage or loss which You may suffer or incur as a result of such actions.

## **12. Intellectual Property**

The Administrator, or Us(as applicable), own all Intellectual Property in and to Shake Off (including any updates, enhancements and new features), and any material published on Shake Off. This material includes, but is not limited to, the design, layout, look, appearance, graphics, trade marks, branding and logo. You must not copy, modify, distribute, sell or lease any part of the Shake Off Intellectual Property other than in accordance with this section.

Shake Off, and the Content published on it, are protected by the copyright laws of Australia and treaties around the world. All such rights are reserved.

Subject to and on the terms of these Terms, We grant You a limited, personal, revocable, royalty-free, non-assignable and non-exclusive licence to use Our Intellectual Property in and to Shake Off solely to enable You to enjoy the benefits of Shake Off as intended by Us under these Terms.

## **13. Prohibited uses**

You agree that You will only use Shake Off for lawful purposes. If You send or post information on or using Shake Off, You are responsible for anything You send or post. You must not send or post anything that is offensive, infringes any person's rights, is against any Applicable Law, or which We think is inappropriate.

You must ensure that Your access to and use of Shake Off is not illegal or prohibited by any laws which apply to You. By using Shake Off, You represent and warrant that You will not:

- (a) infringe the rights of any other person, including without limitation any intellectual property rights;
- (b) provide false information, misleading or inaccurate information to Us or any other User;
- (c) defame another person;
- (d) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
- (e) post Content that is not accurate, complete or correct or may otherwise mislead or deceive other persons;
- (f) disclose another person's confidential information or otherwise contravene Your privacy obligations or any other person's privacy obligations;
- (g) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from Shake Off for any purpose, including without limitation use on third-party websites;
- (h) attempt to probe, scan, or test the vulnerability of Shake Off or any associated system or network, or breach security or authentication measures without proper authorisation;

- (i) post any Content that is illegal or may constitute or encourage any contravention of any Applicable Laws by any person;
- (j) threaten, offend or abuse another User; or
- (k) do anything which is otherwise, in Our view, inappropriate or harmful to Shake Off.

We, or the Administrator on Our behalf, may remove from, or refuse to display on, Shake Off anything that We think is inappropriate or in breach of these Terms in Our absolute discretion.

#### **14. Security and integrity**

While We endeavour to adhere to best practice policies and procedures to prevent data loss, We do not guarantee that there will be no loss of data and We expressly exclude liability for any loss of data no matter how caused.

You must not violate the security of Shake Off in any way. We, or the Administrator, may suspend or cancel Your account or Your access to Shake Off if We suspect any security violation. We may also inform any law enforcement body of any suspected unauthorised or criminal activity. Examples of security violations include:

- (a) attempting to gain unauthorised access to any part of Shake Off, servers or system infrastructure You were not intended to have access to;
- (b) use Shake Off in a way that was not intended by Us;
- (c) attempting to reverse engineer Shake Off or any system or offering provided through it;
- (d) interfering with or disrupting (or attempting to interfere or disrupt) any servers or networks connected to Shake Off;
- (e) sending or storing any harmful code (including, for example, any computer virus, trojan, worm or other code that is harmful or disabling or which assists in or enables unauthorised access to or corruption of data); or
- (f) using any feature of Shake Off or any other means to send unsolicited commercial correspondence to other Users.

#### **15. Changes to these Terms**

We may update these Terms at any time, with such updates taking effect when You next use Shake Off or after 30 days, whichever is sooner. No other amendment to the agreement constituting these Terms will be effective unless made in writing, signed by You and by Us.

We will use reasonable endeavours to give You notice of any update to these Terms (which notice, without limitation, may be through the Application) before the change comes into effect, although this may not always be possible.

If You continue using Shake Off after an update takes effect, You are deemed to have agreed to the update and will be bound by these Terms as amended.

#### **16. Outcomes and use**

We cannot promise or guarantee any specific outcomes from the use of Shake Off. To the extent permitted by law, We do not make any representations or guarantees about the User experience, quality, or outcomes of any interactions that are initiated via Shake Off. You acknowledge that Shake Off is provided on an "as is" and "as available" basis and that, to the fullest extent allowed by law, we expressly disclaim all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

#### **17. Limitation of liability**

By accessing and using Shake Off, You assume all risks associated with such access and use. You agree not to hold Us responsible for things Vendors or other Users post or do.

As there are many factors beyond Our control that may affect the performance or compatibility of Shake Off with certain software or hardware, We cannot promise that Your use of Shake Off will be uninterrupted or error or defect free or that errors or defects in Shake Off will be corrected. While We use reasonable measures to ensure the accuracy and currency of data and information on Shake Off, We are not responsible for the data and information supplied to or by Vendors, Users or third parties. We make no guarantee that the Content on Shake Off or any Offer is accurate or current. It shall be Your own responsibility to ensure that any products, services or information available through Shake Off meet Your specific requirements. Information is for guidance only and is not intended to form any part of a contract.

To the maximum extent permitted by law, We (and Our directors, employees and agents) do not accept any liability for, and You agree to release Us (and Our directors, employees and agents) from any and all claims in relation to any loss, howsoever caused, suffered or incurred by You arising from:

- (a) Your use of Shake Off, including in connection with any Offer; and/or
- (b) any interaction You may have with any Vendor,

(including without limitation any consequential losses or damages) and any liability We owe is limited, to the maximum extent permitted under law, to the amount You paid to use Shake Off, or (if we choose) Us providing the relevant Service again. To the extent allowed at law, in no event will We be liable for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, loss of profits, business interruption, loss of program or data), without regard to the form of action, whether under legislation, in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with Shake Off, or any Content, service, site or link displayed on or accessed through Shake Off.

#### **18. Indemnity and release**

You agree to indemnify, defend and hold Us (and Our directors, employees and agents) harmless from and against all claims, liabilities, losses and expenses (including reasonable legal fees on a full indemnity basis) that arise from any:

- (a) activity which You engage in with or through Shake Off;
- (b) breach of these Terms by You;
- (c) breach of any rights of a third party by You;
- (d) breach of any Applicable Law by You; or
- (e) transaction, dispute or other dealing between You and another person (including any Vendor or other User) that arises from or through Shake Off, including with respect to any Offer.

#### **19. Termination**

We may suspend Your access to Shake Off (or any part of Shake Off) or terminate Our agreement with You and Your access to Shake Off if We or the Administrator reasonably consider that You are in breach of any provision of these Terms. We may in Our discretion terminate Our agreement with You and Your access to all or part of Shake Off without the need to provide reasons.

#### **20. Jurisdiction**

These Terms and any disputes or claims arising out of or in connection with them or their subject matter or formation shall be governed by the laws of South Australia. You submit to the jurisdiction of the courts of South Australia in respect of any claim arising from, or related to, these Terms, although We reserve the right to bring proceedings against You for breach of these Terms in Your country of residence or any other relevant jurisdiction.

## 21. Severance

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and will not in any way affect any other circumstances of or the validity or enforcement of these Terms.

## 22. Key terms

In these Terms, unless the contrary intention appears:

**“Administrator”** means the developer of the Application, Venyou Solutions Pty Limited ABN 92 614 931 556 (trading as ‘Appy Customers’) and its related bodies corporate and associates (as defined in the Corporations Act 2001 (Cth))

**“Applicable Law”** means any and all statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time which pertains to Your use of, and access to, Shake Off and the posting of any Content on Shake Off and includes, without limitation, those relating to advertising, equal opportunity, anti-discrimination, trade practices, fair trading, Intellectual Property, privacy and confidentiality.

**“Application”** means the application known or referred to as the “Adelaide Airport Shake Off app”, made available by Us;

**“Content”** means any text, graphics, photographs, trade marks, logos, sounds, music, artwork, computer code and other material used, displayed or available on Shake Off;

**“Intellectual Property”** means any registered or unregistered rights in any copyrights, patents, inventions, discoveries, trade marks, processes, systems, methods, know-how, designs or confidential information or any rights of a similar nature under the laws of Australia or anywhere else in the world;

**“Offer”** means any voucher displayed on Shake Off by or on behalf of Us which may be redeemed at a participating Vendor in accordance with the terms and conditions set out in Annexure A;

**“Services”** means the services, information, products and/or resources provided by Us on, from or through Shake Off, or any other communication We may have with Users in accordance with these Terms;

**“Terms”** means these terms and conditions;

**“User”** means any person who has access to, or otherwise uses, Shake Off, including Vendors;

**“Vendor”** means a third party business, person or organisation that redeems or makes available to Users certain offers, discounts, advertisements, promotions, prizes and/or specials available on or through Shake Off, and is limited to those participating retailers listed in Annexure A

**“We”, “Us”, “Our”** means Adelaide Airport Limited ABN 78 075 176 653 of 1 James Schofield Drive, Adelaide Airport 5950 SA and its related bodies corporate and associates (as defined in the *Corporations Act 2001* (Cth)); and

**“You”, “Yourself”, “Your”** means any person, company or organisation who is a User.

### Feedback and reporting misconduct

We encourage all Users to report any misconduct experienced while using Shake Off by contacting Us at [airport@aal.com.au](mailto:airport@aal.com.au) .

### Further information

If You have any questions about these Terms or would like any further information, please contact Us at [airport@aal.com.au](mailto:airport@aal.com.au).



## **ANNEXURE A**

### **Adelaide Airport Shake Off Retail Vouchers**

#### **Terms and Conditions**

1. Eligible users (**User**) of the Adelaide Airport Shake Off mobile application (**the Shake Off App**) may be issued with a \$5 gift voucher (**Voucher**) for use in the Adelaide Airport terminal.
2. To be eligible Users must download the Shake Off App, agree to the Terms and Conditions of the App and follow the directions to access the offer.
3. A User may only claim a Voucher once in any 7 day period.
4. The Voucher is valid for the promotional period between Monday 10 December and midnight Monday 31 December 2018.
5. Voucher redeemable at any participating Adelaide Airport retail store. A full list of participating retailers can be found below and on the Adelaide Airport website. [www.adelaideairport.com.au](http://www.adelaideairport.com.au)
6. Voucher must be used in one transaction and must be surrendered upon redemption, by showing the in-app Voucher to participating retailers.
7. Should a Voucher be redeemed by the User prior to presenting the Shake Off App in store, the Voucher will not be honoured.
8. No change or credit will be issued should total purchase be less than Voucher value. If purchase exceeds the Voucher amount, the balance must be paid by other available payment options.
9. Voucher not redeemable or exchangeable for cash.
10. Voucher is not redeemable for purchases including alcoholic beverages or tobacco products.
11. Any issues regarding redemption of Voucher are to be raised with and resolved by Adelaide Airport Management via email to [airport@aal.com.au](mailto:airport@aal.com.au)

**Participating retail stores are:** Aelia Duty Free, Airport Pharmacy, Australian Made, Australian Way, Blue Illusion, Bumbu, Terra Rosa, Carry On, Cibo, Cocolat, Colonel Light Corner Store (International Departures), Coopers Alehouse, Fleurieu Kiosk, Hudsons Coffee (Ground Floor and Level 2), Hungry Jacks, Icons SA, Krispy Kreme, MAC Cosmetics, Muffin Break, Newslink (International Departures), Link, Purely Merino, Relay, Rip Curl, Seed, Shades, Smiggle, Subway, Tech2G0, Victoria's Secret and WHSmith. For the avoidance of doubt, vouchers will not be honoured at Witchery, Travelex, Origani or the Atura Hotel.