

TERMS AND CONDITIONS – WHITE DIAMOND PROMOTION APRIL 2025

1. APPLICATION

- (a) These terms and conditions ("Terms") apply to purchases made by customers ("Customer", "You", "You", "Your") under the 'White Diamond Promotion' ("Promotion") at The Perth Mint Shop, located at 310 Hay Street, East Perth, WA, 6004 ("Store").
- (b) The Promotion is provided by Gold Corporation (ABN 98 838 298 431) of 310 Hay Street, East Perth, WA 6004, a statutory authority of the Government of Western Australia established under the *Gold Corporation Act 1987*, trading as "The Perth Mint" ("**The Perth Mint**", "We", "Us", "Our").
- (c) A Purchase made under this Promotion is deemed acceptance of these Terms.

2. **DEFINITIONS**

For the purposes of these Terms:

Eligible Item means a white diamond:

- (a) pendant;
- (b) necklace; or
- (c) bracelet,

that is in stock and available for Purchase instore during the Promotion Period and that is advertised at a price equal to or lesser than AUD \$20,000. This excludes any pre-ordered jewellery or white diamond pendant, necklaces or bracelets containing any pink diamonds or other gemstones.

Promotion Period has the meaning given in clause 3(a).

Purchase means making full and final payment for an Eligible Item.

Website means <u>www.perthmint.com</u>.

3. **PROMOTION DETAILS**

- (a) The Promotion will commence on 1 April 2025 at 8:30am (AWST) and end at 5:00pm (AWST) on 30 April 2025 ("**Promotion Period**").
- (b) During the Promotion Period, all customers will be entitled to receive a 20% discount off the full price of an Eligible Item instore during the Promotion Period. The Promotion is only valid on full-priced Eligible Items and excludes the purchase of gift cards, sale items and non-Eligible Items. This Promotion cannot be applied to previous purchases, or to purchases where a deposit has already been paid.
- (c) The Promotion does not apply to:
 - (i) Purchases made on Our Website, or through any method other than a Purchase made instore; and
 - (ii) items that are not Eligible Items but are included in a transaction which includes the Eligible Items.
- (d) To participate in the Promotion, You must purchase an Eligible Item instore and the Promotion will be applied by a Perth Mint representative upon checkout. If there are multiple Eligible Items that are Purchased in one transaction, the Promotion applies to each Eligible Item in that transaction.

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- (e) The purchase of Eligible Items during the Promotion Period will be subject to Our refund policy located in the 'Terms and Conditions for purchasing collector coins, gifts, diamonds and jewellery' accessed at <u>T&Cs | Buying coins, gifts, diamonds, jewellery</u>, and other relevant terms on Our Website.
- (f) If Your request to return Eligible Items purchased during the Promotion Period is approved by Us, You will receive a refund which reflect the discounted price and not the full price. You can still participate in the Promotion if the Promotion is still ongoing. However You will not be able to participate in the Promotion outside the Promotion Period.
- (g) Customers are required to comply with the 'Customer Code of Conduct', accessed at <u>https://www.perthmint.com/customer-care/customer-code-of-conduct/</u>. The Perth Mint reserves the right to request that any Customer who breaches the Customer Code of Conduct vacate The Perth Mint's premises.

4. CHANGES TO THE TERMS AND CONDITIONS

- (a) The Perth Mint reserves the right to make the changes to the Terms.
- (b) In the event of a change to the Terms, The Perth Mint will publish the updated Terms on the Website, which shall take effect from the time of publication.

5. LIMITATION OF LIABILITY

- (a) The maximum liability of The Perth Mint to You at any time, provided only to the extent that The Perth Mint is at fault, is limited to the price You paid for the Purchase.
- (b) Under no circumstances will The Perth Mint be liable to You for any indirect, incidental, consequential, special, punitive or exemplary damages, including without limitation damages for loss of revenue or loss of profits, loss of reputation or loss of goodwill, or delay in delivery of the order, or any increased costs incurred by you arising from any provision of these Terms even if The Perth Mint has been advised of the possibility of such liability or foresaw or could have foreseen such liability, and notwithstanding whether such liability arises in contract, tort, equity or otherwise.

6. PRIVACY

- (a) Any personal information submitted by You to Us is subject to and will be handled in accordance with our Privacy Policy set out at <u>perthmint.com/privacy-policy/.</u>
- (b) You agree that, by purchasing any Eligible Item pursuant to these Terms or communicating with Us, You have read the Privacy Policy, understood its contents and consent to its requirements.

7. SEVERABILITY AND JURISDICTION

- (a) If any provision of these Terms becomes invalid by law, regulation or proceeding, all other provisions remain in full force and effect.
- (b) These Terms constitute the entire agreement between You and Us with respect to the transaction contemplated in these Terms and supersedes and extinguishes all prior oral agreements and understandings between You and Us with respect to the transaction.
- (c) These Terms are governed by the laws of the State of Western Australia and applicable laws of the Commonwealth of Australia and You and Us submit to the non-exclusive jurisdiction of the courts of that State and courts which hear appeals in those courts.

8. WAIVERS AND REMEDIES CUMULATIVE

(a) No failure to exercise and no delay in exercising any right power or remedy under these Terms shall operate as a waiver, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.



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(b) The rights, powers and remedies provided to Us under these Terms are cumulative and are not exclusive of any rights, powers or remedies provided by law.