



# Dine & Discover NSW – Terms and Conditions (business)

## Terms and Conditions for Business Registration and Reimbursement in the Dine & Discover NSW Voucher Scheme

### 1. Application and acceptance of Terms and Conditions

1.1 The Department of Customer Service (“DCS”) and Service NSW are delivering the Dine & Discover Voucher Scheme (“the Scheme”). As part of the Scheme, NSW residents 18 years of age and over can apply to receive four \$25 “Dine & Discover NSW Vouchers”, two of which can be used for dining in at restaurants, cafes, bars, wineries, pubs, clubs and other food service venues (“Dine NSW Vouchers”), and two of which can be used for arts and tourism experiences such as sightseeing, cinemas, tours, museums, zoos, botanic gardens, wildlife parks, art performances, and amusement parks (“Discover NSW Vouchers”).

1.2 A business may apply to be registered to participate in the Scheme. A Registered Business may provide goods or services to a customer in exchange for a Voucher subject to these Terms and Conditions.

1.3 A Registered Business that accepts a Voucher may receive reimbursement from DCS/Service NSW for the amount utilised by the customer for goods and services up to the value of the Voucher.

1.4 Payments to reimburse Registered Business for amounts utilised by customers redeeming Vouchers will be made as act of grace payments under section 5.7(1) of the Government Sector Finance Act 2018 (“GSF Act”). The conditions in clause 7 have been approved by the Minister and are Terms and Conditions imposed by the Minister or his delegate on the making of the payment under section 5.7(2) of the GSF Act. If any of the conditions in clause 7 are contravened, the payment may be recovered from the recipient by the Crown in a court of competent jurisdiction as a debt due to the Crown pursuant to section 5.7(3) of the GSF Act.

1.5 By applying to register to participate in the Scheme, a business agrees to be bound by these Terms and Conditions.

### 2. Definitions and interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires:

1 “**COVID Safe Business**” means a NSW business or organisation that has:

(a) completed a comprehensive COVID-19 Safety Plan, and

(b) registered their premises as COVID Safe on [nsw.gov.au](http://nsw.gov.au).

2 “**COVID-19 Safety Plan**” means a comprehensive checklist designed by NSW Health and approved by the Chief Health Officer.

3 “**DCS**” means the Department of Customer Service.

4 “**Dine NSW Vouchers**” means the two \$25 vouchers issued to NSW residents 18 years of age and over, for use for dining at Registered Businesses that operate restaurants, cafes, bars, wineries, pubs, clubs and other food service

venues.

5 “**Discover NSW Vouchers**” means the two \$25 vouchers issued to NSW residents 18 years of age and over, for use at Registered Businesses that operate arts and tourism experiences such as sightseeing, cinemas, tours, museums, zoos, botanic gardens, wildlife parks, art performances, and amusement parks.

6 “**GSF Act**” means the Government Sector Finance Act 2018 (NSW).

7 “**Operating period**” means the period during which the Scheme is operating and during which vouchers may be redeemed, as notified on the Service NSW website from time to time.

8 “**Registered Business**” means a business that has been registered by Service NSW to participate in the Scheme.

9 “**Scanner App**” means the Service NSW for Business Scanner Application to be used by Registered Businesses to scan Vouchers.

10 “**Scheme**” means the Dine & Discover Voucher Scheme.

11 “**Service NSW**” means the Crown in the right of the State of NSW acting through Service NSW.

12 “**Terms and Conditions**” means these Terms and Conditions for Business Registration and Reimbursement in the Dine & Discover Voucher Scheme.

13 “**Transaction**” means a transaction between a customer and a Registered Business in which the customer redeems a Voucher for goods or services provided by the Registered Business.

14 “**Vouchers**” means the Dine & Discover NSW Vouchers.

2.2 Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to “person” includes a natural person, company, body corporate or other form of legal entity, and reference to “including” and “includes” and “for example” is to read as if followed by “without limitation”.

2.3 If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

### 3. Registration

3.1A business may be eligible to register to participate in the Scheme if it:

(a) is a legitimate business operating in NSW; (b) has a valid bank account;

(c) has a current and active ABN;

(d) is registered for goods and services tax or is, in the opinion of DCS/Service NSW, a legitimate new business or not-for-profit;

(e) has a current and up-to-date Australian and New Zealand Standard Industrial Classification (“ANZSIC”) code listed on the Australian Business Register;

(f) is a business operating in one of the following eligible industries:

(i) Cafes and restaurants

(ii) Pubs, taverns, wineries, bars and clubs

(iii) Scenic and sightseeing transport

(iv) Cinemas

(v) Museums, galleries and historic sites

(vi) Zoos, botanic gardens, wildlife parks and nature reserves

(vii) Performing arts operations, theatres and entertainment centres

- (viii) Amusement, theme and water parks
- (ix) Recreational activities such as go-karting, indoor climbing, mini-golf, billiards, bowling or ice-rinks
- (x) Outdoor adventures
- (xi) Travel agencies and tours

(g) has a COVID-19 Safety plan and is a registered COVID-Safe Business.

3.2 Notwithstanding any other provision in these Terms and Conditions, DCS and/or Service NSW may require additional information or clarification from a business applying for registration, or any additional information or clarification about the business from any other public entity or person, before determining whether the eligibility criteria in clause 3.1 have been satisfied and whether to approve the application to register the business.

3.3 Information provided by a business in its application for registration or otherwise in accordance with these Terms and Conditions must be true and correct. It is a serious offence to provide false or misleading information to a public authority.

3.4 Notwithstanding any other provision in these Terms and Conditions, DCS and/or Service NSW may refuse to register a business for any reason, including if the business does not meet the eligibility criteria in clause 3.1.

3.5 By applying to register to participate in the Scheme, a business consents to Service NSW, DCS and/or NSW Treasury disclosing personal information provided by the business to each other for the purposes of administering or reporting on the Scheme.

## **4. Conditions of registration**

4.1 A Registered Business must:

(a) Comply with the law at all times, including public health orders and COVID-19 restrictions.

(b) Ensure all customers' contact details are electronically registered by means of a mobile phone or other device when entering the Registered Business's premises as defined in the Public Health (COVID-19 Restrictions on Gathering and Movement) Order (No 7) 2020 or any subsequent Order that amends this Order.

(c) Comply with its registered COVID-19 Safety Plan.

(d) Not artificially inflate prices or "price gouge" as a result of accepting Vouchers.

(e) Notify Service NSW immediately if the Registered Business can no longer meet the eligibility criteria in clause 3.1 or can no longer comply with these Terms and Conditions.

(f) If it ceases to trade or to participate in the Scheme:

(i) Notify Service NSW immediately,

(ii) Notify any customers with existing bookings or reservations immediately, and

(iii) Refund any customer who has paid for goods or services using a Voucher but has not yet received those goods or services.

4.2 A Registered Business may be audited or investigated by DCS/Service NSW to determine whether the Registered Business is complying with these Terms and Conditions. A Registered Business must provide any information or documentation that is reasonably required for the purpose of any such audit or investigation.

4.3 Notwithstanding any other provision in these Terms and Conditions, DCS and/or Service NSW may cancel or suspend a Registered Business's registration for any reason, including if the business:

(a) Ceases to meet the eligibility criteria in clause 3.1, or

(b) Fails to comply with or satisfy any of these Terms or Conditions.

## **5. Processing Transactions**

5.1 A Registered Business must process Transactions using the Scanner App. The Scanner App will be made available for installation on devices nominated by a Registered Business. A Registered Business can add or remove nominated devices using its Service NSW business profile.

5.2 Vouchers will be in the form of a QR code and each Voucher will also have a unique alphanumeric voucher code.

5.3 To redeem a Voucher, a Registered Business may scan the QR code using the Scanner App or enter the alphanumeric code into the Scanner App.

## **6. Reimbursement**

6.1 Subject to clause 6.3, DCS/Service NSW will reimburse a Registered Business within 5 business days of the Transaction via electronic funds transfer to their nominated bank account. Payments made in accordance with this clause will be made as act of grace payments under section 5.7(1) of the GSF Act.

6.2 A Registered Business can view its Transaction history and payment status in its Service NSW business account.

6.3 Notwithstanding clause 6.1 or any other provision in these Terms and Conditions, Service NSW may:

(a) withhold (subject to Service NSW's investigations and/or further enquiries) one or more reimbursement payments if it suspects, on reasonable grounds, that the Registered Business has breached or is suspected of breaching one or more of the conditions for reimbursement set out in clause 7 (Conditions for reimbursement of Vouchers) of these Terms and Conditions; and/or

(b) refuse to make one or more reimbursement payments, if satisfied that the Registered Business has breached or is suspected of breaching one or more of the conditions for reimbursement set out in clause 7 (Conditions for reimbursement of Vouchers) of these Terms and Conditions.

## **7. Conditions for reimbursement of Vouchers**

7.1 All payments to a Registered Business by DCS/Service NSW as reimbursement for goods or services provided in exchange for a Voucher are made on the condition that:

(a) The Registered Business met the eligibility criteria in clause 3.1 at the time of the Transaction.

(b) The Transaction took place during the period displayed on the relevant voucher.

(c) The Registered Business provided goods or services in exchange for the Voucher and the Voucher (or any part of it) was not:

(i) provided as a gift or "tip" to the Registered Business, or

(ii) refunded by the Registered Businesses, or

(iii) exchanged for cash or a credit note from the Registered Business (except as provided in clause 7.2).

(d) The Registered Business did not accept the Voucher in exchange for tobacco, alcohol or gambling.

(e) The Voucher had not already been used at the time of receipt of the Voucher by the Registered Business.

(f) The customer using the Voucher was eligible to use the voucher as part of the Scheme.

(g) The Voucher was redeemed by the customer at a physical store or venue or for a physical event or attraction and the Registered Business did not accept the Voucher in exchange for online-only services or deliveries.

(h) The Registered Business used any tools provided by DCS/Service NSW (including the Scanner App) to confirm the validity of the Voucher before completing the Transaction.

(i) The Voucher was processed by the Registered Business using the Scanner App (either by scanning the QR code or entering the alphanumeric code for the Voucher) on a registered device in accordance with clause 5.

7.2 Despite clause 7.1(c)(iii), a Registered Business may exchange a Voucher for cash or credit if the Registered Business provided goods or services to a customer during the operating period of the Scheme but the customer did not use the Voucher at that time.

7.3 In addition to the conditions in clause 7.1, all payments to a Registered Business by DCS/Service NSW as reimbursement for goods or services provided in exchange for a Dine NSW Voucher are made on the condition that:

(a) The Registered Business was recorded as a Dine NSW business at the time of the Transaction.

(b) The Transaction took place on a Monday, Tuesday, Wednesday or Thursday and did not take place on a public holiday.

(c) The Registered Business accepted the Voucher in exchange for food and non-alcoholic beverages only.

(d) The Registered Business did not accept the Voucher for booking online in advance.

7.4 In addition to the conditions in clause 7.1, all payments to a Registered Business by DCS/Service NSW as reimbursement for goods or services provided in exchange for a Discover NSW Voucher are made on the condition that the Registered Business was recorded as a Discover NSW business at the time of the Transaction.

7.5 A Registered Business must take all reasonable steps to ensure that the conditions in clauses 7.1 to 7.4 (as applicable) are or have been satisfied at all relevant times.

7.6 Upon receipt of reimbursement from DCS/Service NSW, a Registered Business declares that:

(a) To the best of its knowledge, the conditions in clauses 7.1 to 7.5 (where applicable) are or have been satisfied, and

(b) It took all reasonable steps to ensure the conditions in clauses 7.1 to 7.4 (where applicable) are or have been satisfied.

7.7 The conditions in this clause are Terms and Conditions imposed by the Minister or his delegate on the making of the payment under section 5.7(2) of the GSF Act.

## **8. Recovery of reimbursement payments**

8.1 If a Registered Business has received a payment in accordance with clause 6.1 and DCS/Service NSW is satisfied that the conditions in clause 7 (which apply to the Voucher in relation to which a payment was made) were or have been contravened, the payment may be recovered from the business by the Crown in a court of competent jurisdiction as a debt due to the Crown, pursuant to section 5.7(3) of the GSF Act.

## **9. Suspension or termination of the Scheme**

9.1 Notwithstanding any other provision in these Terms and Conditions, DCS and/or Service NSW may, in their absolute discretion, suspend or terminate the entirety or any part of the Scheme at any time and for any reason, including suspending or terminating the validity of individual Vouchers.

9.2 Any action taken to suspend or terminate the Scheme will be notified on the Service NSW website.

## **10. Limitation of liability**

10.1 To the extent permitted by law, DCS and Service NSW (including their officers, employees and agents) will not be liable for any direct, indirect, incidental, special or consequential loss or damage or for any death, illness, personal injury, financial loss or property damage however caused (including by negligence) which may be suffered or incurred by a business, customer or any other person arising directly or indirectly out of or in any way connected with the Scheme, including:

(a) the unavailability of Vouchers,

(b) the refusal of a person to accept Vouchers,

(c) the fraudulent use of Vouchers,

(d) any breach of these Terms and Conditions, or

(e) any decisions made to register or refuse to register a business to participate in the Scheme or to suspend or terminate the Scheme, any Voucher or a Registered Business's registration.

## **11. Indemnity**

11.1 A business agrees to indemnify and keep indemnified DCS and Service NSW (including their officers, employees and agents) ("those indemnified") from and against any liability or loss (including reasonable legal costs and expenses), which may be suffered or incurred by any of those indemnified by reason of or in connection with the business's application for registration and participation in the Scheme.

11.2 A reference to "business" in clause 11.1 includes a business that has applied for registration to participate in the Scheme, a Registered Business and a Registered Business that has had its registration cancelled or suspended.

## **12. Contact**

12.1 Any enquiry or complaint is to be directed to Service NSW via NSW Services Centres or by calling [13 77 88](tel:137788).

## **13. General**

13.1 A business is responsible for obtaining its own independent legal and financial advice regarding these Terms and Conditions.

## **14. Variation**

14.1 DCS and/or Service NSW may amend, vary, delete or supplement these Terms and Conditions at any time by publishing on the Service NSW website.

14.2 These Terms and Conditions, as amended, varied, deleted or supplemented from time to time, apply to any future version of, or update to, the Scanner App.

## **15. Waiver**

15.1 No failure or delay by DCS or Service NSW in exercising any right under these Terms and Conditions will operate as a waiver of those rights.

## **16. Severability**

16.1 If any part of these Terms and Conditions is prohibited, void, voidable, illegal or unenforceable for any reason, then that part is severed from these Terms and Conditions but without affecting the continued operation of the remaining Terms and Conditions.

## **17. Governing Law**

17.1 These Terms and Conditions are governed by, and must be interpreted in accordance with, the laws in force in New South Wales. A business, DCS and Service NSW submit to the exclusive jurisdiction of the courts of New South Wales and any court competent to hear appeals from those courts.

## **18. Survival**

18.1 Clauses 8, 10 and 11 contain continuing obligations and will survive termination of these Terms and Conditions.

[Back to top](#)