

## AdvantageCard Retail Terms & Conditions

These Terms and Conditions form the basis of the AdvantageCard Retail program and can be viewed at [www.advantagecard.com.au](http://www.advantagecard.com.au).

### 1. Cardholders

**1.1** Individuals may be Cardholders of the AdvantageCard Retail program. Cardholders must be of or over the minimum age of sixteen years.

The annual cardholder fee is 1000 points, with the first year being free. The anniversary date for the annual fee is the date of registration onto the program.

**1.2** A primary cardholder may apply to link another cardholder account to their own. The Primary cardholder's account accumulates all points earned by their own and by any secondary cards linked to their account.

The program may charge \$10.00 (+GST) per card for replacement cards; whether lost or stolen.

**1.3** AdvantageCard may refuse any application for primary or secondary card/s.

**1.4** Primary and Secondary Cardholders will be bound by these Terms and Conditions upon activating their online account or utilising their card. By permitting a secondary cardholder to use his or her AdvantageCard or card number, the primary cardholder agrees to ensure secondary cardholders comply with these Terms and Conditions and to have given the consents provided for in Clause 5. Participating retailer Terms and Conditions, where applicable, are available on request from AdvantageCard at [www.advantagecard.com.au](http://www.advantagecard.com.au). Participating retailer Terms and Conditions where applicable are available on request from AdvantageCard by calling 1300 552 946.

**1.5** All cardholders must notify AdvantageCard immediately of any change of contact details (post, phone or email) or of a lost or stolen membership card. AdvantageCard is not liable for any delay in replacing an AdvantageCard or for any unauthorised use of an AdvantageCard.

**1.6** Periodically at its discretion, AdvantageCard may forward a Points Summary Statement to primary cardholders setting out the opening points balance, points credited and debited during the period and the closing points balance, alternatively a simple points balance may be obtained by the cardholder from the AdvantageCard web site. Disputes about any details contained in the Points Summary Statement or on the AdvantageCard web site must be notified to AdvantageCard within 90 days of the transaction date otherwise the Points Summary Statement will be taken to be correct and binding on the cardholder. AdvantageCard's decision on any such dispute is final and binding.

**1.7** AdvantageCard may terminate a cardholder and their account without notice for any reason including, without limitation, if the primary cardholder and secondary cardholder:

- fails to comply with the Retail Terms and Conditions;
- misuses the card or abuses any of the privileges accorded to the primary or secondary cardholder under the AdvantageCard program;
- supplies any misleading information or make any misrepresentations to AdvantageCard or to any participating retailer in connection with the AdvantageCard program,
- does not have enough points to pay for their membership fee for 2 consecutive years (from the date of the last annual fee payment) in this instance the cardholder consents to the remaining balance of the account being paid to AdvantageCard in part payment of the outstanding membership fee.

**1.8** A primary cardholder may terminate his or her participation in the program or cancel a secondary card at any time by either giving written notice to AdvantageCard or by phoning 1300 552 946. This notice must include: card number, card name, current address, phone number and date of birth in order to be accepted.

**1.9** Primary and secondary cards are not transferable, and remain the property of AdvantageCard.

**1.10** Any tax, liability or duty arising from the cardholder's participation in AdvantageCard is the responsibility of the primary cardholder.

### 2. Earning points

**2.1** Each participating retailer determines the amount of standard points they will offer and the terms and conditions for qualifying for those AdvantageCard points.

**2.2** From time to time, bonus points may be issued in addition to standard points under specially advertised promotions or competitions. AdvantageCard and/or the participating retailers will determine the number of points that will be credited to a cardholder's account for such purchases. For more details about how points are earned at participating retailers, please visit the AdvantageCard website [www.advantagecard.com.au](http://www.advantagecard.com.au) or contact AdvantageCard on 1300 552 946.

**2.3** In order to obtain points, a primary or secondary cardholder must, at the time of order or purchase, present his or her primary or secondary card at the point of sale. AdvantageCard is not liable for the failure of a primary or secondary cardholder to present their card at the time of purchase.

**2.4** Points will be credited to a cardholder's account for qualifying purchases of goods or services from a participating retailer. The purchase must be paid for in full in order to receive reward points.

**2.5** Points will be credited to the cardholder's account only after the participating retailer has notified AdvantageCard of the details of the relevant transaction. AdvantageCard is not liable for any delay by or failure of a participating retailer to notify AdvantageCard of the details of a transaction.

**2.6** AdvantageCard will not credit points from any retailers that have ceased to be participants in the AdvantageCard program.

**2.7** Points and the rights they confer cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions. Points have no cash value nor can they be converted to cash.

### 3. Redeeming Points

**3.1** A primary cardholder who has accumulated sufficient points in his or her AdvantageCard account may redeem them at participating retailers. For security reasons, redemptions can only be made by the primary cardholder. When redeeming at a physical store, the signature from the back panel of the card must be verified at the time of redemption. In order to redeem points via telephone, cardholder name, address and card number must be verified.

**3.2** An AdvantageCard confirmation on a participating retailer receipt or AdvantageCard official authorization redemption number is conclusive as to the primary cardholder's redemption being successfully processed.

**3.3** Any points balance displayed through the AdvantageCard website, or on a participating retailer's receipt, are only current at the time they

are printed/viewed, and cannot be used at a later date in order verify a primary cardholder's point balance.

Upon redemption, the amount of available rewards claimed will be deducted from the balance of the primary cardholder's account.

**3.4** When redeeming with a participating retailer where a premium point applies, you may be charged a fee for the privilege of utilising that service.

**3.5** If products are purchased using AdvantageCard Points, and the participating retailer from which they are purchased has an exchange policy, then (as long as their exchange policy guidelines are met) AC Redemption products may be exchanged or refunded for a credit note or voucher. No redemptions made can be refunded to an AdvantageCard cardholder account nor can they be returned for cash.

### 4. Other deductions of points

**4.1** AdvantageCard will be entitled to deduct from the points balance in a cardholder's account any points credited in error and any points relating to a transaction which is cancelled or reversed or where a refund is given.

### 5. General

**5.1** Subject to clause 5.2, AdvantageCard reserves the right to make any changes at any time without prior notice and at AdvantageCard's absolute discretion, to these Terms and Conditions, the reward schedule and the range of participating retailers. AdvantageCard will attempt to notify members of any changes but shall not be liable in any way for failure to do so.

**5.2** The Policy on Information Privacy issued by AdvantageCard forms part of these Terms and Conditions, but shall prevail over these Terms and Conditions if they are inconsistent in any respect. AdvantageCard will not purport to alter the Policy on Information Privacy pursuant to clause 5.1, except after giving written notification to cardholders and giving cardholders who do not wish to be bound by the changed Policy the opportunity to withdraw from AdvantageCard.

**5.3** AdvantageCard and the participating retailers also reserve the right to make any changes at any time without prior notice and in their absolute discretion to the goods and services which are qualifying AdvantageCard goods and services and the number of points which cardholders will receive as a result of acquiring such goods and services.

**5.4** AdvantageCard reserves the right to suspend or terminate the AdvantageCard program by providing 3 months notice in writing or by email to AdvantageCard cardholders so that they have sufficient time to redeem their points balance with participating businesses. AdvantageCard will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any remaining points balance in a cardholder's account at the time of suspension or termination.

**5.5** All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the AdvantageCard program are expressly excluded to the full extent permitted by law. AdvantageCard holds no liability for any goods or services sold through any participating retailers in the program.

**5.6** Subject to clause 5.6 any liability that AdvantageCard may have to a cardholder whether for negligence, breach of contract or otherwise is limited:

- In the case of any claim relating to points, to crediting that number of points to the cardholder's account

**5.7** Participating retailers do not have any authority, express or implied, to make any representation, warranty or statement on behalf of AdvantageCard and AdvantageCard accepts no liability in respect of such representations, warranties or statements.

**5.8** A notice shall be deemed to be given by AdvantageCard to a cardholder if it is sent to the postal or email address of the member appearing in AdvantageCard database.

**5.9** In these Terms and Conditions "AdvantageCard" means AdvantageCard Pty Ltd (ABN 46 110 385 567) or its authorised representatives, and "AdvantageCard program" means those arrangements by which a cardholder collects points by purchasing qualifying goods and services from participating retailers and thereby qualifies for awards under these Terms and Conditions. References to "participating retailers" are to those retailers (and other persons) who supply qualifying goods and services in respect of which points will be credited under the AdvantageCard program.

## **6. Website Terms & Conditions**

**6.1** AdvantageCard reserves the right to change the Terms and Conditions at any time.

Terms and Conditions are posted on the AdvantageCard website. AdvantageCard cardholders and those using the website are subject to terms and conditions. Continued use of the website and/or continued use of membership will be deemed acceptance of any changes to the Terms and Conditions.

**6.2** Ownership of materials on the Website: Unless otherwise indicated, AdvantageCard owns all copyright to the material on the website. All registered or unregistered trade marks used on the website are the property of their respective owners.

AdvantageCard authorises you to print, copy, reproduce, download and view materials on the website, subject to:

- The material being used in the intended manner;
- The material being used exclusively for non-commercial personal use; and
- The material not being modified in any manner.

You are expressly prohibited from licensing, selling, distributing, decompiling, reverse engineering or otherwise dealing with material downloaded from the website.

**6.3** Use of the website: Commercial use of the website is strictly prohibited.

**6.4** Privacy: AdvantageCard's Policy on Information Privacy will also apply to the cardholder's use of this website. Although AdvantageCard has implemented security measures in relation to information uploaded to the website, you acknowledge that the internet is inherently insecure and that AdvantageCard will not be responsible for any breach of security or unintended loss or disclosure of information in relation to the website.

We also collect information on the use of our website. This information will be used to improve the operation of the website.

**6.5** Information and services at the website:

AdvantageCard updates the website regularly, however makes no representation as to the accuracy, currency or completeness of any information or services on the website. To the fullest extent permitted by the applicable law, AdvantageCard excludes liability for all terms, conditions and representations, express or implied. AdvantageCard will not be liable for any consequential or indirect loss incurred by you in relation to use of the website.

**6.6** Links to other websites: One of the services that the website provides is access to other websites on the internet via hyperlinks located on

the website ("linked websites"). AdvantageCard is not responsible for the accuracy, legality, decency of material or copyright compliance of any linked websites or services or information provided via any linked website.

**6.7** Indemnity: You must maintain the confidentiality of your AdvantageCard number. You are entirely responsible for any and all actualities which occur in relation to your AdvantageCard points balance via the website. You hereby indemnify AdvantageCard from any liability or expense arising from use or misuse of the website from use or misuse of the website. You agree to notify AdvantageCard immediately of any unauthorised transaction in relation to your AdvantageCard points balance.

**6.8** Jurisdiction: These terms and conditions will be constructed according to and are governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts in and of New South Wales in relation to any dispute arising under these terms and conditions.