



ABN: 128 138 045

CSHG Loyalty Card Program Terms and Conditions

August 2015

Introduction

These Terms and Conditions form the basis of the Collins Square Hospitality Loyalty Program. (CSHGLP)

1.0 Membership

- 1.1. Only individuals may be members of the CSHGLP. Membership is free.
- 1.2. A person can apply to become a member of the CSHGLP through the venue operator.
- 1.3. Members will be bound by these Terms and Conditions which may be varied from time to time.
- 1.4. A member must notify the Venue operator of any change of address or of a lost or stolen membership card.
The venue operator is not liable for any delay in replacing a membership card or for any unauthorised use of a membership card.
- 1.5. Points will not be credited until an individual becomes a member. Members can confirm the number of points held by them by checking in the venue or logging in online. Disputes about any details regarding member's points must be notified to a Venue operator. A written statement by Venue operator deciding any such dispute is final and binding.
- 1.6. Venue operator may terminate a membership in the CSHGLP without notice for any reason including, without limitation, if the member:
 - 1.6.1. Fails to comply with these membership Terms and Conditions
 - 1.6.2. Abuses any privilege accorded to the member under the CSHGLP; or
 - 1.6.3. Supplies any misleading information or make any misrepresentations to the CSHGLP, or
 - 1.6.4. if the member does not use his or her membership card for a period of 12 months.
- 1.7. A member may terminate his or her membership in the CSHGLP at any time by giving written notice to a Venue operator. The member's points will be cancelled 12 months after receiving the notice and the member's details will be deleted from the CSHGLP database.
- 1.8. Membership cards are not credit cards, are not transferable, and remain the property of the Venue operator and must be returned to Venue operator if a member ceases to be a member.
- 1.9. Any tax, liability, or duty arising from a member's participation in the CSHGLP is the responsibility of the member.

2.0 Earning points

- 2.1. Points will be credited to a member's account for purchases by the member from a Venue operator on qualifying goods or services. Promotional and incentive programs may be offered from time to time.
- 2.2. Venue operator will determine which goods or services are qualifying goods and services and the number of points that will be credited to a member's account for such purchases.
- 2.3. A member must present his or her membership card to the Venue operator before the purchase is concluded. Failure to present the membership card will result in no points being credited to the member's account for the purchase.
- 2.4. Points cannot be redeemed as cash.

3.0 Claiming an award

- 3.1. Points may be redeemed by a member for an award from the current award schedule by calling or emailing the participating Venue operator.
- 3.2. Awards cannot be exchanged, transferred, sold, or bartered and points will not be refunded.

4.0 Other deductions of points

- 4.1. Venue operator may deduct from the points balance in a member's account any points credited in error and any points relating to a purchase which is cancelled or reversed or where a refund is given.
- 4.2. Any points not redeemed within 24 months after the end of the month in which the points were credited to that account will, at the discretion of the Venue operator, expire and will be deducted from the points balance in a member's account.

5.0 General

- 5.1. Venue operator may make any changes at any time without prior notice to members to these Terms and Conditions and the award schedule. Venue operator will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 5.2. Venue operator may without prior notice to members, change those goods and services which qualify for points and the number of points that attach to those goods and services.
- 5.3. Venue operator reserves the right to suspend or terminate the CSHGLP at any time without prior notice. Venue operator will not be liable for the suspension or termination of the CSHGLP on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
- 5.4. Venue operator assumes no liability to a member whether for negligence, breach of contract or otherwise except:
 - 5.4.1. any claim relating to points, to crediting that number of points to the member's account.
 - 5.4.2. any claim relating to an award, to crediting the number of points shown in the award schedule as necessary to claim that award to the member's account.
- 5.5. A notice shall be deemed to be given by Venue operator to a member if it is sent to the postal or e-mail address of the member appearing in the CSHGLP database.
- 5.6. These terms and conditions will be construed according to and be governed by the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under these terms and conditions.

6.0 Privacy Statement

- 6.1. Venue operator may collect information about members including information contained in the application form and information as to transactions resulting in points credits and debits which will be held in the CSHGLP database. The CSHGLP database contains the following member information:
 - 6.1.1. Name, address & telephone number(s)
 - 6.1.2. Transaction details associated with the collection of CSHGLP points
 - 6.1.3. Points collected and awards provided.
 - 6.1.4. E-mail address

A member may access the information on the member held by Venue operator by contacting a Venue operator. If the information is inaccurate or incomplete, the member may advise Venue operator to update the information.

- 6.2. Information from the CSHGLP database will be made available to Venue operator's agents involved in administering the CSHGLP including agents producing cards and points summaries and data processing. Information from the CSHGLP database will also be made available to and used by Venue operator and its agents, for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
 - 6.3. Each member consents and agrees to:
 - 6.3.1. Venue operator and its agents including Zen Global accessing the information contained in the CSHGLP database;
 - 6.3.2. The disclosure of any information contained in the CSHGLP database to Venue operator, Zen Global and its agents for the purposes set out above; and
 - 6.3.3. The disclosure of any information contained in the CSHGLP database by Venue operator, Zen Global or its agents for the purposes referred to above.
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