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## Flagstaff Hotel Loyalty Terms and Conditions

May 2023

### Definitions:

Membership Card: A membership card can be in the form of swipe card or App based Digital QR code

### Introduction

These Terms and Conditions form the basis of the Flagstaff Hotel membership loyalty program.

### 1. Membership

- 1.1. Membership is free. A person can apply to become a member of Flagstaff Hotel by downloading and signing up to the Members App.
- 1.2. Members will be bound by these Terms and Conditions which may be varied from time to time.
- 1.3. A member must notify Flagstaff Hotel of any change of address or of a lost or stolen membership card. The Flagstaff Hotel is not liable for any delay in replacing a membership card or for any unauthorised use of a membership card.
- 1.4. Points will not be credited until an individual becomes a member. Members can confirm the number of points held by them by asking at the bar or online. Disputes about any details regarding member's points must be notified to Flagstaff Hotel's membership team ([info@flagstaffhotel.com.au](mailto:info@flagstaffhotel.com.au))
- 1.5. A written statement by Flagstaff Hotel deciding any such dispute is final and binding.
- 1.6. Flagstaff Hotel may terminate a membership 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 : or
  - 1.6.3. Supplies any misleading information or make any misrepresentations to Flagstaff Hotel staff or management
  - 1.6.4. If the member does not use his or her membership card for a period of 12 months or dies.
- 1.7. A member may terminate his or her membership at any time by giving written notice to Flagstaff Hotel membership team ([info@flagstaffhotel.com.au](mailto:info@flagstaffhotel.com.au)) The member's points will be cancelled 12 months after receiving the notice and the member's details will be deleted from the Flagstaff Hotel membership database.
- 1.8. Membership cards are not credit or charge cards, are not transferable, and remain the property of Flagstaff Hotel and must be returned to Retail operator if a member ceases to be a part of the scheme.
- 1.9. Any tax, liability, or duty arising from a member's participation in the Flagstaff Hotel membership program is the responsibility of the member.

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## **2. Earning points and Redeeming points**

- 2.1. Points will be credited to a member's account for purchases by the member from Flagstaff Hotel on qualifying goods or services. Promotional and incentive programs may be offered from time to time.
- 2.2. Flagstaff Hotel 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 Flagstaff Hotel staff 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.
- 2.5. Points will be accrued where a purchase is paid by points in part or fully with in the one transaction.

## **3. Other deductions of points**

- 3.1. Flagstaff Hotel 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.
- 3.2. Any points not redeemed within 12 months after the end of the month in which the points were credited to that account will, at the discretion of Flagstaff Hotel, expire and will be deducted from the points balance in a member's account.

## **4. General**

- 4.1. Flagstaff Hotel may make any changes at any time without prior notice to members to these Terms and Conditions and the award schedule. Flagstaff Hotel will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 4.2. Flagstaff Hotel 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.
- 4.3. Flagstaff Hotel reserves the right to suspend or terminate the membership program at any time without prior notice. Flagstaff Hotel will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
- 4.4. Flagstaff Hotel assumes no liability to a member whether for negligence, breach of contract or otherwise except:
  - 4.4.1. any claim relating to points, to crediting that number of points to the member's account.
- 4.5. A notice shall be deemed to be given by Flagstaff Hotel to a member if it is sent to the postal or e-mail address of the member appearing in the member database.
- 4.6. These terms and conditions will be construed according to and be governed by the laws of Australia. The parties submit to the exclusive jurisdiction of the courts in and of Australia in relation to any dispute arising under these terms and conditions.

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## 5. Privacy Statement

5.1. Flagstaff Hotel 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 membership database. The membership database contains the following member information:

5.1.1. Name, address & telephone number(s)

5.1.2. Transaction details associated with the collection of membership program points

5.1.3. Points collected and awards provided.

5.1.4. E-mail address

A member may access the information on the member held by Flagstaff Hotel by contacting the Flagstaff Hotel membership team

([info@flagstaffhotel.com.au](mailto:info@flagstaffhotel.com.au)). If the information is inaccurate or incomplete, the member may advise Flagstaff Hotel to update the information or do so online.

5.2. Information from the member database will be made available to Flagstaff Hotels' agents involved in administering the membership program including agents producing cards and points summaries and data processing. Information from the membership database will also be made available to and used by Flagstaff Hotel and its agents, for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.

5.3. Each member consents and agrees to:

5.3.1. Flagstaff Hotel and its agents including Zen Global accessing the information contained in the member database;

5.3.2. The disclosure of any information contained in the member database to Flagstaff Hotel, Zen Global and its agents for the purposes set out above; and

5.3.3. The disclosure of any information contained in the member database by Flagstaff Hotel, Zen Global or its agents for the purposes referred to above.