

Berrigan Bar and Bistro Membership Terms and Conditions

April 2022

Introduction

These Terms and Conditions form the basis of The Berrigan Bar and Bistro membership loyalty program.

1.0 Membership

- 1.1. Membership is free. A person can apply to become a member of The Berrigan Bar and Bistro by collecting a card from the points of sale and completing mandatory details online (<https://www.theberrigan.com.au/>), or by downloading and joining via the app from the Apple App Store or Google Play Store
 - 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 The Berrigan Bar and Bistro of any change of address or of a lost or stolen membership card. The Berrigan Bar and Bistro 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 The Berrigan Bar and Bistro's membership team (info@theberrigan.com.au). A written statement by The Berrigan Bar and Bistro deciding any such dispute is final and binding.
 - 1.5. The Berrigan Bar and Bistro may terminate a membership without notice for any reason including, without limitation, if the member:
 - 1.5.1. Fails to comply with these membership Terms and Conditions
 - 1.5.2. Abuses any privilege accorded to the member : or
 - 1.5.3. Supplies any misleading information or make any misrepresentations to The Berrigan Bar and Bistro staff or management
 - 1.5.4. If the member does not use his or her membership card for a period of 12 months or dies.
 - 1.6. A member may terminate his or her membership at any time by giving written notice to The Berrigan Bar and Bistro membership team (info@theberrigan.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 Berrigan Bar and Bistro membership database.
 - 1.7. Membership cards are not credit or charge cards, are not transferable, and remain the property of The Berrigan Bar and Bistro and must be returned to Retail operator if a member ceases to be a part of the scheme.
 - 1.8. Any tax, liability, or duty arising from a member's participation in The Berrigan Bar and Bistro membership program is the responsibility of the member.
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2.0 Earning points and Redeeming points

- 2.1. Points will be credited to a member's account for purchases by the member from The Berrigan Bar and Bistro on qualifying goods or services. Promotional and incentive programs may be offered from time to time.
- 2.2. The Berrigan Bar and Bistro 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 or app to The Berrigan Bar and Bistro 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.

3.0 Other deductions of points

- 3.1. The Berrigan Bar and Bistro 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 The Berrigan Bar and Bistro, expire and will be deducted from the points balance in a member's account.

4.0 General

- 4.1. The Berrigan Bar and Bistro may make any changes at any time without prior notice to members to these Terms and Conditions and the award schedule. The Berrigan Bar and Bistro will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
 - 4.2. The Berrigan Bar and Bistro 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. The Berrigan Bar and Bistro reserves the right to suspend or terminate the membership program at any time without prior notice. The Berrigan Bar and Bistro 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. The Berrigan Bar and Bistro 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 The Berrigan Bar and Bistro 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
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courts in and of Australia in relation to any dispute arising under these terms and conditions.

5.0 Privacy Statement

5.1. The Berrigan Bar and Bistro 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 The Berrigan Bar and Bistro by contacting The Berrigan Bar and Bistro membership team (info@theberrigan.com.au). If the information is inaccurate or incomplete, the member may advise The Berrigan Bar and Bistro to update the information or do so online.

5.2. Information from the member database will be made available to The Berrigan Bar and Bistros' 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 The Berrigan Bar and Bistro 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. The Berrigan Bar and Bistro and its agents including Zen Global, 8 Ball Global accessing the information contained in the member database;

5.3.2. The disclosure of any information contained in the member database to The Berrigan Bar and Bistro, Zen Global, 8 Ball 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 The Berrigan Bar and Bistro, Zen Global, 8 Ball Global or its agents for the purposes referred to above.
