

1.0 Membership

1.1. Membership is free. A person can apply for the 33 Degrees Esperance (Venue) membership by completing details online.

1.2. Members will be bound by these Terms and Conditions, which may vary. The Venue will attempt to notify members of changes but shall not be liable in any way for failure to do so.

1.3. A member must notify the Venue of personal detail changes or of a lost or stolen membership card. The Venue is not liable for delays in replacing a membership card or for any unauthorised use.

1.4. Points will not be credited until an individual becomes a member. Members can check point balances by asking a staff member or via online login. Disputes regarding member's points must be notified to the Venue at members@33degreesesp.com.au. A written statement by the Venue deciding any such dispute is final and binding.

1.5. The Venue 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 Venue's staff or management. 1.5.4. or if the member does not use his or her membership card for a period of 12 months.

1.6. A member may terminate his or her membership at any time by giving written notice to the Venue at members@33degreesesp.com.au

1.7. Membership cards are not credit cards, not transferable, cannot be redeemed as cash and remain the property of the Venue

1.8. Any tax, liability, or duty arising from a member's participation in the Venue's membership program, is the responsibility of the member.

2.0 Earning points and Redeeming points

2.1. Points will be credited to member's account for purchases on qualifying goods and services.

2.2. The Venue will determine which goods or services are qualifying and the number of points credited.

2.3. A member must present their membership card to the Venue's staff before purchase is concluded. Failure to present the card results in no points being credited.

3.0 Other deductions of points

3.1. The Venue can deduct points from a member if points credited were in error, refund is given or purchase cancelled.

3.2. Any member not active within 12 months will have their entire points balance expired.

4.0 General

4.1. The Venue, without prior notice to members, can change the goods and services which qualify for points and the number of points awarded.

4.2. The Venue reserves the right to suspend or terminate the membership program at any time without notice. The Venue 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.

4.3. The Venue assumes no liability to a member whether for negligence, breach of contract or otherwise except: 4.3.1. Any claim relating to points, to crediting that number of points to the member's account.

4.4. A notice shall be deemed to be given by the Venue to a member if it is sent to the postal or e-mail address of the member appearing in the database.

5.0 Privacy Statement

5.1. The Venue may collect information about members. The membership database contains the following member information: 5.1.1. Name, address, gender, and 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

5.2. Member database information will be made available to the Venue agents involved in administering the membership program. Information from the membership database will be made available to and used by 33 Degrees Esperance, for marketing, planning, product development, research and other commercial purposes.

5.3. Each member consents and agrees to: 5.3.1. The Venue 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 the Venue, 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 the Venue, Zen Global or its agents for the purposes referred to above.