

KURANDA F/W LOYALTY CLUB

TERMS & CONDITIONS

FOODWORKS
Works for me!

1. Definitions

- 1.1. In these terms and conditions:
 - "Kuranda Foodworks Loyalty Card" means the card issued in connection with the Program for use by the Member;
 - "Member" means a member in the Program;
 - "Member's Account" means the account set up for a Member to record information required for the purpose of conducting the Program, including but not limited to, the number of Points earned;
 - "Points" means the points allocated pursuant to the Program;
 - "Program" means the Kuranda Foodworks Loyalty Club;
 - "Program Registration Form" means the registration form required to be completed by the Member for the purposes of the Program; and
 - "Promoter" means RC Perry Pty Ltd T/as Kuranda Foodworks, 16 Thoree St, Kuranda Qld 4881 A.B.N. 37 148 228 236 www.kurandafoodworks.com.au
- 1.2. By registering and as a condition of participation, the Member accepts these terms and conditions and any rules, policies or procedures that may be adopted by the Promoter from time to time and any changes to these terms and conditions. These terms and conditions are correct as at 24th October 2012 but subject to change. The Promoter may alter these terms and conditions at any time by posting a new version at the Promoter's website.
- 1.3. Any information on how to enter and Rewards form part of these terms and conditions. To the extent of any inconsistency, these terms and conditions prevail.
- 1.4. Subject to Clause 1.5, any natural person who is a retail customer of the Promoter may become a Member. The Promoter, in its absolute discretion, reserves the right to refuse any natural person with the right to participate in this Program.
- 1.5. Each individual is only permitted to register once. Unless otherwise advised, to register the individuals must complete the Program Registration Form.
- 1.6. The Promoter's decision on all matters pertaining to the Program, including but not limited to any dispute as to Rewards, the identity of a Member, eligibility to become a Member or Points accumulated by a Member is final and binding. No correspondence will be entered into.

2. Points, Points Redemption, Kuranda Foodworks Card & Rewards

- 2.1 The Promoter will award a Member 1 (one) Point for every \$AUD1 spent on goods purchased in the one transaction at the Kuranda Foodworks Supermarket store, provided a Kuranda Foodworks Loyalty Card is presented at the same time as purchase. Points will not be awarded retrospectively where the card is presented after the relevant purchase. If the Member has made a successful Points transaction, the number of Points earned in that transaction will be added to the points total within 24 hours and therefore will not be recorded on the relevant receipt.
- 2.2 The Promoter reserves the right to offer bonus Points at any stage.
- 2.3 Subject to the Promoter's systems capability, Points will be credited in most instances to a Member's Account within 24 hours. The Promoter accepts no responsibility for any delay in crediting Points to a Member's Account.
- 2.4 Points can only be redeemed at the Kuranda Foodworks, where the original application to participate was lodged.
- 2.5 Points can only be redeemed only at the Kuranda Foodworks store.eg To make a successful redemption, the Member must present their Kuranda Foodworks Loyalty Card at the time of purchase and notify the Kuranda Foodworks cashier that they wish to redeem Points. The Kuranda Foodworks cashier will check the Member's number of Points recorded in the Member's Account, and advise the Member if they have enough Points.
- 2.6 Points and Rewards, including any unused portion, are not transferable, and cannot be exchanged for cash.
- 2.7 A Member must notify the Promoter in writing if the Member wishes to cancel registration with the Program and forfeits all Points and any rights to any Reward upon such cancellation. The Kuranda Foodworks Loyalty Card must also be returned to the Promoter's office at 16 Thoree St Kuranda Qld 4881.
- 2.8 Members may not pool or combine Points in order to receive more Reward(s) or claim a Reward.
- 2.9 A Member is responsible for the security and use of their Kuranda Foodworks Loyalty Card. The Promoter may charge a fee to replace a Member's Kuranda Foodworks Loyalty Card.

3. Promoter's rights and exclusion of liability

- 3.1. The Promoter may, in its absolute discretion, at any time:
 - (a) change, amend or vary these terms and conditions;
 - (b) change, amend, vary, withdraw or cancel any Reward or the value of any Reward;
 - (c) withdraw, cancel, vary or change at any time, Points or the value of future Points;
 - (d) exclude a Member from, or cancel a Member's membership in, the Program without prior notice and without prior notice to a Member.
- 3.2 The Promoter may, in its absolute discretion, at any time cancel the Program in whole (or in part) upon reasonable notice ("reasonable notice" being no less than 4 weeks) to Members.
- 3.3 Without in any way limiting the rights of the Promoter as set out in clause 3.1 and 3.2, if a Member is, at any time, in breach of the Member's trading terms with the Promoter, the Promoter may cancel the Member's membership with the Program and any Member whose membership is cancelled may no longer access Rewards and all of their Points will be cancelled.
- 3.4 Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Program, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any Program Registration Form, or correspondence that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a Member; (e) any Reward; or (f) withdrawals, cancellations, variations or change as set out in clause 3.1 or 3.2 or arising from the Program.

4. Privacy

- 4.1 The Promoter collects Members' personal information in order to conduct the Program. If the information requested is not provided, the Member may not participate in the Program. Members acknowledge that the number of Points and their name may appear on purchase receipts.
- 4.2 In addition to clause 4.1, by becoming a Member in the Program, unless otherwise advised, each Member also agrees that the Promoter may use this information for an indefinite period, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending commercial electronic messages and telephoning the Member. The Promoter may also use information gained about Members during the Program, including but not limited to, information regarding a Member's purchase of products and services for research to develop future customer products, services and offers. All information accumulated by the Promoter is for the use of the Promoter. The Promoter undertakes not to sell Member information to any other person, organization or corporation that is unrelated to the Promoter.
- 4.3 A request to access, update or correct any information held about a Member should be directed to the Promoter at their address nominated above. Members can update their details by completing a form at the Kuranda Foodworks store.