

# Loyalty Program - Terms and Conditions

## 1 Definitions

1.1 In these terms and conditions:

- (a) **Card** relates to the *Rigters Rewards Card*;
- (b) **Points-to-Dollars Ratio** means the points accrued for each Australian dollar (\$1.00) as set by Rigters Group;
- (c) **Member, you, your** means a person who has signed for a *Rigters Rewards Card*;
- (d) **Points** means the points earned by you in accordance with the following terms and conditions;
- (e) **Program** means the *Rigters Rewards Program*;
- (f) **Related Bodies Corporate** has the meaning given in the *Corporations Act 2001* (Cth);
- (g) **Retailer** means the store in which the card is being used.
- (h) **Stores** relates to the retailers owned and operated *Queens Supermarkets (WA) PTY LTD*;
- (i) **Rigters** means *Queens Supermarkets (WA) PTY LTD* ACN 123 439 681

## 2 Acceptance of these terms and conditions

2.1 These terms and conditions govern your participation in the *Rigters Rewards Program* and by becoming a Member of the aforementioned program, you agree to be bound by these terms and conditions.

2.2 The Program and cards are owned and operated by *Rigters*.

2.3 *Rigters*, reserves the right to vary, suspend or terminate these terms and conditions and/or the Program at any time.

2.4 *Rigters* will give advanced notice on the website of any revised terms and conditions, allowing you to cancel your Membership within the time period of that notice.



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2.5 Any use by you of your Card after the expiration of the period of advanced notice will be deemed acceptance of the revised terms and conditions.

### 3 Membership

3.1 To become a Member of the *Rigters Rewards Program*, you must reside at an Australian address, have a valid email account and a valid phone number.

3.2 To register as a Member, you must:

- (a) complete an application with your correct information in store or online.
- (b) You will then receive a *Rigters Rewards Card*, either given to you in store at the time of registering, or sent to your residential address

3.3 If you do not wish to register as a Member, you will not be able to redeem additional benefits of the program such as member specials.

3.4 There are no fees to become or remain a Member of the *Rigters Rewards Program*.

3.5 *Rigters* reserves the right to refuse any application for Membership in its absolute discretion.

3.6 There is a limit of one *Rigters Rewards Card* per Member.

3.7 Membership is non-transferrable.

3.8 It is your responsibility to keep your personal information up to date by contacting us via the information at the end of this document, or by completing a form in store if your circumstances change. *Rigters* is not held accountable for any failure on your part to notify them of any change that may result in *Rigters* being unable to provide you with Points and/or benefits.

### 4 Participating stores

4.1 Only *Rigters* owned stores participate in the *Rigters Rewards Program*.

4.2 Participating Stores may:

- (a) offer different member specials; and/or
- (b) nominate different products to other participating Stores that will attract bonus points; and/or



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(c) run different competitions in store.

4.3 For more details, speak with a staff member in Store.

## 5 Using your Program Card

5.1 You can use your Card to earn Points in Stores at any time by scanning your Card at the checkout when making a purchase

### 5.2 Point Accrual

(a) Points awarded for purchases will be shown on your receipt.

(b) The rate of accrual is 0.5 points per dollar on all eligible purchases; however

(c) points cannot accrue or be redeemed on any tobacco or tobacco related products, Lotto or Lotto related products, gift cards or phone/Epay recharges.

5.3 To redeem Points awarded to you in Store in accordance with the applicable Points-to-Dollars Ratio, you must tell the checkout operator at the time of purchase, prior to making any payment. You can check the balance of your Points on the bottom of your receipt or by emailing [admin@rsgwa.com.au](mailto:admin@rsgwa.com.au).

5.4 Points cannot be accrued on an account.

## 6 Lost, stolen or damaged Cards

6.1 It is your responsibility to keep your Card safe and secure. If your Card is lost, stolen, damaged or unusable for any reason, contact *Rigters* via email at [admin@rsgwa.com.au](mailto:admin@rsgwa.com.au) or see staff in store who will issue a replacement card and cancel lost/damaged card.

6.2 If your Card is lost, stolen, damaged or unusable for any reason, *Rigters* may issue you with a replacement Card linked to your existing Account. *Rigters* reserves the right to charge for replacement Cards. Any Points accrued on your existing Card will remain on your Account and will be redeemable using your replacement Card once details have been updated at Head Office. This can take up to 14 days.

6.3 If your Card is lost or stolen and any Points accrued on your Card are redeemed by you or another person prior to the issue of a replacement Card, *Rigters* will not reimburse you for those Points.

6.4 Despite anything contrary in these terms and conditions, the issue of replacement Cards and linking to current entitlements on lost, stolen or damaged Cards remains at *Rigters* discretion.



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## 7 Membership deactivation

7.1 You can deactivate your *Rigters Rewards Card* at any time by either informing staff in store or emailing our Head Office.

7.2 All Points accrued on your *Rigters Rewards Card* prior to cancellation will be automatically forfeited on deactivation.

## 8 Rejection, suspension or cancellation

8.1 Your Card is issued by and remains the property of Rigters. Cards are not credit or charge cards and are non-transferrable.

8.2 *Rigters* reserves the right at any time without notice to:

- (a) decline to issue Cards or Points;
- (b) withdraw or cancel any Card;
- (c) reverse any Member benefit, including without limitation, any Points credited to a *Rigters Rewards Card*;
- (d) terminate any Member's Membership of the Program; or
- (e) terminate the Program.

8.3 Grounds for doing any of the things referred to in clause 8.2 include (but are not limited to):

- (a) any abuse or attempted abuse of your Membership, your Card, the Program or anything associated with *Rigters*;
- (b) an act or omission contrary to these terms and conditions;
- (c) any Points which are accumulated fraudulently or credited or accumulated erroneously;
- (d) any use or attempted use of your Card, Points balance, or any other benefit in a manner contrary to these terms and conditions;
- (e) any use or attempted use of your Card, Points balance, or any other benefit for purchases made by a person other than the Card holder;



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(f) any reasonable suspicion of unacceptable conduct in connection with your Membership, including any reasonable suspicion of dishonesty, fraud or wrongful conduct;

(g) your bankruptcy or death; or

(h) where you do not scan your Card in any Store to either earn or redeem Points at any time during a continuous 18 month period.

8.4 Any tampering, defacing or unauthorised use of a Card will render the Card invalid.

8.5 On cancellation of your Membership (including through a Membership deactivation request under section 7), *Rigters* may retain your Membership information for record-keeping and/or data analysis purposes.

8.6 You agree that *Rigters* does not need to notify you in advance, or give you any reasons, with regard to any action we take concerning your Membership.

## 9 Privacy

9.1 Any personal information you provide to *Rigters* will be handled by in accordance with the attached Privacy Policy.

9.2 All other information (including suggestions, ideas, concepts, data, know-how) you send to *Rigters* either in-store or via email, is the property of *Rigters* once received. *Rigters* may use that information for any purpose, including development of products and services, marketing and promotional activities.

## 10 Intellectual Property

10.1 *Rigters* owns or is licensed to use all intellectual property (including all underlying source code) and all content on the webpage (including all text, trademarks, logos, images and graphics). Users of the website do not obtain any licence or other interest in that intellectual property. Nothing in these terms and conditions or on the website should be construed as providing such consent.

10.2 You may view content or print a copy of material on the website for your personal, non-commercial use, provided that you do not modify the content in any way.

10.3 You must not otherwise copy, adapt, reproduce, publish or distribute content found on the website in any form without prior written permission from *Rigters* (unless otherwise permitted under the *Copyright Act 1968* (Cth) or any other applicable law in your location).



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## 11 Third party content and links

11.1 The website may include external links to third party websites. Such links do not indicate a relationship between those third parties and *Rigters*, nor endorsement by *Rigters* of such third parties, their products, services or websites. Use of such links is entirely at your own risk and is subject to the terms of those third party websites.

## 12 Rigters liability

12.1 To the fullest extent possible and subject to any liabilities and obligations which cannot be excluded by law:

- (a) *Rigters* does not warrant the accuracy or completeness of content made available to Members, and such content is provided on an 'as is' basis and on the condition that you are responsible for assessing the accuracy and completeness of that content and you rely on any such content at your own risk;
- (b) *Rigters* will have no liability in relation to any loss or damage that you incur arising from your Membership (including, but not limited to, corruption of data, loss of data, any error in, suspension or discontinuance of the Program or transmissions by any Member in contravention of these terms and conditions); and
- (c) *Rigters* does not warrant that the access to your Account will be uninterrupted or error free, that defects will be corrected or that your Account or the server that makes it available are free of viruses, bugs or malicious code or other forms of interference which may damage your system.

12.2 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions and otherwise in respect of goods or services supplied by *Rigters* pursuant to these terms and conditions.

12.3 If a supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (ACL), nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the ACL permits *Rigters* to limit its liability, *Rigters* liability will be limited to:

- (a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
- (b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.



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12.4 The above limitation of liability in *Rigters* favour also applies to its Related Bodies Corporate.

### 13 Your indemnity

13.1 You indemnify *Rigters* and its Related Bodies Corporate and each of their directors, officers, employees and agents against any actions, claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements and costs in investigation, litigation, settlement, judgment, interest, fines and penalties) which any of them incur directly or indirectly arising from your Membership or any breach of these terms and conditions by you.

### 14 General

14.1 You must not use the *Rigters Rewards Program* for any unlawful purpose.

14.2 You warrant that all communications and information provided by you using the website or application form is not fraudulent or defamatory, and will not otherwise infringe any law or any third party rights. You further warrant that *Rigters* use of that information in accordance with these terms and conditions will not infringe the rights of any third party.

14.3 You must not (and must not attempt to) interfere with the working of; breach or circumvent any security or authentication measures or any other system, network or server connected to the website.

15.4 If any part of these terms and conditions is held to be unenforceable, the remainder of these terms and conditions will continue in full force.

15.5 These terms and conditions are governed by the laws in force in Western Australia, Australia. You submit to the jurisdiction of the courts of Western Australia and the Commonwealth of Australia.



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