

THE COFFEE CLUB REWARDS TERMS & CONDITIONS

INTRODUCTION

1. This document sets out the Terms and Conditions of The Coffee Club's loyalty programs, The Coffee Club VIP Club (**VIP Club**) and The Coffee Club App Program (**App Program**), collectively referred to as the "**TCC Program/s**" for Australia.
2. These Terms and Conditions will apply from the time of sign-up to either of the TCC Program/s and will govern the operation of a membership/s.
3. You must read this document carefully before using either of the TCC Program/s. If you do not understand these Terms and Conditions or if you have any questions, please contact The Coffee Club on the details stated on its website, www.coffeeclub.com.au.

DEFINITIONS

4. In these Terms and Conditions, the following definitions will apply:

App means the TCC Program/s software application or program available to download on a mobile phone device, tablet or other compatible electronic device;

Benefits means the facilities, services, products, discounts, offers, activities and events or arrangements offered or available to Members from time to time;

Dollar or **\$** means Australian dollars, exclusive of GST;

Eligible Transaction means any purchase from the menu items from any The Coffee Club store, excluding any purchases:

- a. made using TCC Gift Cards; or
- b. combined with or part of any other promotional offers or loyalty programs (except as stated herein) made available by The Coffee Club from time to time;

GST means the goods and services tax under *A New Tax System (Goods and Services) Act 1999 (GST Act)* and the terms used have the meanings prescribed in the *GST Act*;

Member or **you** means the person who subscribed to either of the TCC Program/s and whom agrees to be bound by these Terms and Conditions;

Member Application Form means a form, either in hard or digital copy, subscribing to a Membership;

Member Portal means the account information specific to a Member and relating to either or both of the TCC Program/s, which is password protected and accessible by the Member through the Website;

Membership means membership of either of the TCC Program/s;

Registration means registering your details, including the unique membership number provided upon completing the Membership application relevant to either of the TCC Program/s;

Rewards App means the loyalty program operated and managed by TCC by which a Member may accrue or redeem TCC Points in accordance with these Terms and Conditions;

TCC, we or us means The Coffee Club Franchising Company Pty Ltd ACN 128 563 333;

TCC Gift Cards means a gift card that has been received or purchased from TCC including vouchers issued for redemption at a TCC Store;

Rewards Dollars means those rewards made available from time to time to the Member by TCC pursuant to the relevant TCC Program/s;

TCC Program/s means both the Rewards App and VIP Club;

TCC Store means a participating corporate, equity or franchised owned and/or operated The Coffee Club, café, bar, restaurant, drive thru or store listed on the Website, as amended from time to time;

TCC Store Operator means an employee of The Coffee Club store, café, bar, restaurant, drive thru with relevant managerial authority;

Terms and Conditions or **Terms** means this document, including any variations or amendments notified to the Member from time to time;

VIP Club means the loyalty program operated and managed by TCC by as set out in these Terms and Conditions and includes the Annual VIP Club or Monthly VIP Club (as detailed in clause 5).

VIP Club Card means the loyalty scheme card provided by TCC for use by each Member in relation to the VIP Club;

Website means www.coffeeclub.com.au.

PARTICIPATION AND MEMBERSHIP

General

1. By completing a Member Application, and paying the relevant membership fee, if any, you confirm you have reviewed, understood and agree to be bound by these Terms in using either of the TCC Program/s.
2. Upon subscription:
 - a. a VIP Club Member, will be provided with a unique member number (**VIP Club Member Number**);
 - b. a Rewards App Member, will be provided with a unique barcode (**Rewards App Barcode**).
3. A VIP Club Member Number or Rewards App Barcode is valid only for the Member who completed the Member Application, and cannot be used by any person other than such Member.
4. TCC is not responsible for any lost, damaged or stolen VIP Club Card and may, at its discretion charge a fee for any replacement card. Lost or stolen VIP Club Cards must be immediately reported to TCC.
5. TCC reserves the right at all times to make any changes to these Terms, rewards or benefits offered pursuant to either of the TCC Program/s at its sole discretion, including but not limited to:
 - a. changes to rules regarding accumulation and redemption of points; and
 - b. benefits offered.
6. TCC may, upon 30 days' notice, revise and make any changes it sees fit to these Terms and Conditions by:
 - a. giving the Member notice via the App, the mailing address, email address or SMS number provided in the Member Application or as noted in the Member Portal; or
 - b. placing the revised terms and conditions on the TCC website (www.coffeeclub.com.au), in conjunction with the outgoing terms and conditions until the revised terms and conditions take effect; or
 - c. requesting the Member's acceptance of any revised terms and conditions at their next log in to the Member Portal.
7. A Member's continued use of either of the TCC Program/s will constitute acceptance of the revised terms and conditions. If the Member does not accept

the revised terms and conditions, the Member should discontinue using either or both of the TCC Program/s. Amended Terms and Conditions will not have retrospective effect.

8. TCC reserves the right to immediately suspend, or terminate a Membership at its sole discretion if they reasonable consider that:
 - a. the Member has breached the Terms;
 - b. the Member has engaged or may engage in fraudulent, misleading or dishonest conduct, or conduct that is suspected to be fraudulent, misleading or dishonest in relation to the TCC Program/s;
 - c. the Member engages at any TCC store, or to any TCC employee in a derogatory, harmful, drunken and/or manner otherwise regarded by us as highly inappropriate
 - d. the Member has not used their Membership for a period of 90 consecutive days; or
 - e. for any reason, TCC deems reasonable on the provision of 7 days notice.
9. Upon a Membership being terminated:
 - a. the Member will cease to be able to use and/or participate in the VIP Club or Rewards App, and TCC will have no liability, responsibility, or obligation to the Member.
 - b. any TCC Points accumulated by a Member may, at the TCC's discretion, be cancelled or forfeited. In these circumstances, no compensation will be provided for the cancelled or forfeited TCC Points.
10. Participation in either of the TCC Program/s are open only to individuals over the age of 18 years (including employees, contractors or agents of TCC).

VIP Club

11. The cost of a digital Membership with the VIP Club:
 - a. is \$25.00 (**VIP Club Annual Fee**) for 12 months (**Annual VIP Club Program**); or
 - b. \$3.00 for one month (**Monthly VIP Club Program**),

commencing on the date of completing the Member Application and receipt of the relevant fee by TCC.
12. A VIP Club Member can purchase, at the time of completing the Member Application a VIP Club Card for \$5.00 or such amount as prescribed by TCC from time to time.

13. Commencing on 20 October 2020, an Annual VIP Club Program Membership will automatically renew on the day after the 12-month anniversary of the Membership, and the VIP Club Annual Fee will be direct debited from the Member's nominated payment method as prescribed in the Member Application or as stated in the Member Portal (**the Automatic Renewal**).
14. A Member can opt out of the Automatic Renewal at any time from the Annual VIP Club expiring via the Member Portal.
15. The VIP Club Cards are not debit, credit or charge cards, are not transferable and remain the property of TCC.
16. The VIP Club Card is a reward card only and benefits can only be applied upon:
 - a. presentation and swiping of the physical VIP Club Card by the relevant Member; or
 - b. presentation of membership number on the VIP Club Card.
17. The VIP Club Card is only valid at The Coffee Club Stores within Australia and is not valid with any other coupons, vouchers, discounts or in-store offers.
18. The VIP Club Card cannot be used on public holidays.

Rewards App

19. The cost of Membership for the Rewards App is free, and is permitted to be used on public holidays.
20. The Rewards App is only valid at TCC Stores within Australia and is not valid with any other coupons, vouchers, discounts or in-store offers.
21. A Rewards App Membership will become inactive if a purchase or transaction is not completed by the Member within a 90 day consecutive period.
22. If a Rewards App Membership becomes inactive then any points accumulated by the Member will be forfeited without compensation.

BENEFITS OF A MEMBERSHIP - EARNING AND REDEEMING REWARDS DOLLARS

General

23. Subject to these terms, a VIP Club Member or Rewards App Member can enjoy the benefits associated with the relevant Membership in store, or online.
24. A person can be a member of both the Rewards App or VIP Club. For the avoidance of doubt, a VIP Club Member does not automatically accumulate TCC Points at the time of a purchase or transaction. TCC Points can only be accumulated by presenting a Rewards App Barcode at the time of a transaction.
25. If a Member chooses to link the App with any third party services (such as PayPal), TCC may share and receive personal information with that third party

provider. TCC will have no responsibility or liability to a Member in relation to any third party services or providers.

26. TCC is not liable or responsible for any unauthorised use of a VIP Club Card, VIP Club Member Number or Reward App Membership.

VIP Club

27. Subject to clause 28, a VIP Club Member will be entitled to benefits, at the Member's election, upon the provision of the VIP Club Card or VIP Club Member Number at the time, or prior to completing a purchase transaction.

28. VIP Club Members are entitled to receive the following benefits, in addition to benefits detailed on the Website from time to time:

- a. Buy one coffee-based beverage and get one coffee-based beverage of equal or lesser value for free (**BOGOF Coffee**). The BOGOF Coffee includes hot coffees, items from the Iced Latte range and Iced Long Blacks. The BOGOF Coffee excludes any promotional (limited time only) beverage or beverages including liqueur, syrups or added extras and is limited to one (1) free beverage per visit, per day. The BOGOF Coffee must be provided at the same time as the purchased beverage; and
- b. A free up-size on single coffee purchases, which includes a free upsize from a cup to a mug in-store, a free upsize from a small takeaway coffee to a medium takeaway coffee, or a free upsize from a medium takeaway coffee to a large takeaway coffee.

29. The benefits at clause 28 cannot be used in conjunction with Rewards App benefits, and Members cannot accumulate Rewards App points on the benefits at clause 28.

Rewards App

30. Commencing 10 December 2019, a new Member to the Rewards App will be eligible for a free small, standard (dine in or take away) hot coffee/drink by presenting their Rewards App Barcode in the App. Additional charges may apply for extra shots, specialty milks and syrups.

31. The benefits of the Rewards App are as follows, or as detailed on TCC website from time to time, however, as at the date of these Terms, include:

- a. Earn one (1) Rewards Dollar for every \$10.00 spent by scanning the Rewards App Barcode in the App prior to the time of completing a purchase or transaction in-store.

32. One (1) Rewards Dollar is equivalent to \$1.00. There is no limit on the amount of Rewards Dollars a Member can accumulate.

33. The amount of Rewards Dollars accrued by a Member can be viewed within the App which may take up to 3 business days to appear. TCC is not liable for any time delay in the reconciliation or updating of Rewards Dollars on the App.

34. Once the Member accrues five (5) Rewards Dollars, the Member can redeem such Rewards Dollars (in increments of 5) on full price transactions only with a value of at least \$5.00, for in-store purchases only. Members can only redeem Rewards Dollars once per transaction.

35. Rewards Dollars are only redeemable at TCC Stores.

COMMUNICATION AND MARKETING

36. The Member:

- a. consents to TCC, our franchisees, licensees, and business partners contacting them from time to time, including via the App, telephone, post, facsimile and electronic (i.e. sms, Internet) methods using the contact details as provided by the Member in the Member Application, or as detailed in the Member Portal;
- b. agrees to notify TCC of any change of name, address, or other details in writing, as soon as the change occurs. TCC is not responsible for any failure by the Member to notify TCC of changes that may result in the loss of benefits and/or any other rewards, prizes, giveaways.

37. TCC may give the Member notice regarding these Terms, or either or both of the TCC Program/s via the following means:

- a. Advertisement;
- b. Electronic Mail (email);
- c. Post;
- d. Phone;
- e. the App; or
- f. Website (www.coffeeclub.com.au).

WARRANTIES

38. The Member warrants as follows, that it will:

- a. comply with all reasonable and lawful directions that TCC may give from time to time with respect to its Membership and use of the TCC Program/s;
- b. not provide any other person with access to their Membership;
- c. not commit fraud, or obtain any benefit by deceiving TCC, or the TCC Program/s, or any other person;
- d. not accept or attempt to access another Member's account, password or personal information, or otherwise breach a Member's privacy;

- e. not engage in malicious conduct in using the TCC Program/s, or which has the effect of, disrupting or interfering with the functionality, integrity and operation of the TCC Program/s;
- f. not, without the TCC's express written consent (such consent may be reasonably withheld) engage in the use, copying, reproduction, display modification or distribution of any of the content available through the TCC Program/s, including any text, software, scripts, files, graphics, photos, sounds, music, videos, business name, company names and logos;
- g. not utilise any tool, program or application for the purpose of scraping, indexing, surveying or otherwise data mining any portion of the TCC Program/s;
- h. not attempt to gain unauthorised access to, or impair any aspect of the TCC Program/s, or otherwise undertake or engage in actions that impede the operation or functionality of the TCC Program/s.

39. The Member acknowledges and agrees that TCC:

- a. will use commercially reasonable efforts to make the TCC Program/s available to the Member. However, the TCC Program/s are provided on an "as is" basis without any representation, warranty or guarantee as to quality, condition, accuracy or fitness for purpose;
- b. cannot guarantee either of the TCC Program/s to be free of defect, uninterrupted, accurate, complete, current, stable, bug free, error free or available at any time in respect of its operation; and
- c. cannot, to the maximum extent permitted by law (including its directors, officers, contractors, employees, Shareholders, suppliers and related companies), be liable for any loss of profit, loss of goodwill, loss of opportunity, or any special, punitive, indirect or consequential loss or damage incurred by the Member or any other person whether directly or indirectly related to these Terms.

GENERAL

- 40. The Member is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Member's participation in either of the TCC Program/s, giveaways, prizes or vouchers issued or any other transaction within or resulting from the TCC Program/s.
- 41. Any failure or delay by TCC in exercising its rights under these Terms does not constitute a waiver of those rights and any waiver by TCC must be in writing and signed by an authorised officer of TCC.

42. Except as provided in any law which cannot lawfully be excluded or modified by agreement, TCC does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:
- a. the breach of any of these terms or any term implied by law (including statute) by any person other than TCC;
 - b. any benefit or other reward, prize or giveaway;
 - c. any death or injury or consequential loss or damage arising from the supply of a benefit and/or other reward, prize, giveaway;
 - d. the loss, theft or destruction of a benefit, reward, prize, giveaway;
 - e. any failure, delay or inability to provide a reward, prize, giveaway to the Member caused by circumstances beyond its control, including but not limited to strikes or industrial disputes, acts of God, flood, weather, pandemic, war or civil disturbance; and
 - f. any other liability, loss or damage incurred or suffered by any Member (or any other person) in connection with either of the TCC Program/s.
43. TCC may, without notice to a Member, assign or otherwise transfer the benefit of all or any part of these Terms to any other person or entity, and any such person or entity will be bound by these Terms. The Member cannot assign, novate or otherwise transfer any rights, benefits or liabilities relating to these Terms or either of the TCC Program/s without TCC's prior written consent.
44. These Terms will be construed according to and governed by the laws of Queensland, or if necessary, the Commonwealth and the parties submit to the exclusive jurisdiction of the courts in Queensland and, when necessary the Commonwealth.

PRIVACY

45. The Coffee Club's Privacy Policy forms part of these Terms and Conditions and can be found at: <https://www.coffeeclub.com.au/privacy-policy/> (**the Privacy Policy**).
46. The Member acknowledges and agrees that by using and engaging with either of the TCC Program/s it has read and accepts the terms of the Privacy Policy.

CONTACT US

The Coffee Club can be contacted Monday – Friday (between 8.00am and 5.00pm AEST) excluding public holidays as follows:

App Members: apphelp@coffeeclub.com.au

VIP Club Members:

vip@coffeeclub.com.au

1800 975 005

The Coffee Club

PO Box 5786

WEST END QLD 4101