

LOYALTY CLUB

NAME _____

ADDRESS _____

SUBURB _____

PHONE _____

MOBILE _____

EMAIL _____

DATE OF BIRTH _____

I am 18 years of age or older

YES

NO

SIGNATURE _____

OFFICE USE ONLY: Card number: _____

Rewards Card Terms and Conditions

Introduction

These Terms and Conditions form the basis of the Cheldon Pty Ltd Trading as D'Aguilar Hotel Rewards Program.

1. Membership

1.1 Only individuals may be members of the Rewards Program. Membership is free. A person who is invited to become a member can apply in the ways provided by Cheldon Pty Ltd T/A D'Aguilar Hotel; and will be bound by these Terms and Conditions, as varied from time to time, upon acceptance by Cheldon Pty Ltd T/A D'Aguilar Hotel (for written application forms) or upon the member using their Rewards Program member card or entering into any transaction that would, give rise to Rewards points. These Terms and Conditions will apply to all Rewards Program transactions, whether before or after these Terms and Conditions become binding.

1.2 Cheldon Pty Ltd T/A D'Aguilar Hotel may refuse any application.

1.3 Points will not be credited until these Terms and Conditions have become binding.

1.4 Reward Program member cards are issued on the basis of one card per individual.

1.5 Rewards Program memberships will become effective on the date of successful card activation.

1.6 A member must notify Cheldon Pty Ltd T/A D'Aguilar Hotel immediately of any change of address or of a lost or stolen membership card.

Cheldon Pty Ltd T/A D'Aguilar Hotel is not liable for any delay in replacing a membership card or for any unauthorised use of a membership card.

1.7 Cheldon Pty Ltd T/A D'Aguilar Hotel may terminate a membership in the Rewards Program without notice for any reason including, without limitation, if the member: Fails to comply with these membership Terms and Conditions Abuses any privilege accorded to the member under the Rewards Program Supplies any misleading information or makes any misrepresentations to Cheldon Pty Ltd T/A D'Aguilar Hotel in connection with the Rewards Program; or If the member does not use their membership card for a continuous period of 12 months or dies or becomes bankrupt. After twelve months such contact details will be deleted from the Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program database and the member's point balance cancelled.

1.8 A member may terminate their membership in the Rewards Program at any time by giving written notice to Cheldon Pty Ltd T/A D'Aguilar Hotel. Upon receipt of such notice the member's contact details will be noted on the Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program database as closed. After twelve months such contact details will be deleted from the Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program database and the member's point balance cancelled.

1.9 Membership cards are not credit or charge cards, are not transferable, and remain the property of Cheldon Pty Ltd T/A D'Aguilar Hotel.

1.10 Membership cards must be presented for all purchases and redemptions.

1.11 Any tax, liability, or duty arising from a member's participation in the Rewards Program is the responsibility of the member.

1.12 Cheldon Pty Ltd T/A D'Aguilar Hotel will terminate unused points for any card that not accrual any point for two years. Cheldon Pty Ltd T/A D'Aguilar Hotel will not notify members of the cancelling of these points and shall not be liable in any way if the member fails to redeem the points before the two year anniversary of the unused points accrued.

1.13 Membership of the Rewards Program is limited to the store at which the membership was applied for.

2. Earning Points

2.1 Points can only be earned at the stores listed on the back of the Reward Cards.

2.2 Points will be credited to a member's account for purchases by the member of qualifying goods from Cheldon Pty Ltd T/A D'Aguilar Hotel.

Points may also be credited to a member's account for promotional and incentive programs offered by Cheldon Pty Ltd T/A D'Aguilar Hotel from time to time.

2.3 In order to obtain points, a member must notify Cheldon Pty Ltd T/A D'Aguilar Hotel before the transaction concludes that the purchase is a Rewards Program one and must present their membership card at point of sale.

2.4 When making a Rewards Program purchase the member will earn 1 point for every 1 dollar (\$1.00) spent on the transaction. Point redemption will be in line with promotional activities as promoted during the year.

2.5 Points and the rights they confer cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions.

3. Redeeming points

3.1 Points can only be redeemed at the store at which the membership was applied for.

3.2 In order to redeem points, a member must notify Cheldon Pty Ltd T/A D'Aguilar Hotel before the transaction concludes that the member wishes to use their points as payment and must present their membership card at the point of sale.

4. Other Deductions of Points

4.1 In addition to deductions for awards claimed, Cheldon Pty Ltd T/A D'Aguilar Hotel will deduct from the points balance in a member's account any points credited in error and any points relating to a transaction which is cancelled or reversed or where a refund is given.

5. General

5.1 Cheldon Pty Ltd T/A D'Aguilar Hotel reserves the right to make any changes at any time without prior notice and at Cheldon Pty Ltd T/A D'Aguilar Hotel's absolute discretion, to these Terms and Conditions. Cheldon Pty Ltd T/A D'Aguilar Hotel will attempt to notify members of any change but shall not be liable in any way for failure to do so.

5.2 Cheldon Pty Ltd T/A D'Aguilar Hotel also reserves the right to make any changes at any time without prior notice and in their absolute discretion to the goods which are Cheldon Pty Ltd T/A D'Aguilar Hotel's goods and the number of points which members will receive as a result of acquiring such goods.

5.3 Cheldon Pty Ltd T/A D'Aguilar Hotel reserves the right to suspend or terminate the Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program at any time without prior notice. Cheldon Pty Ltd T/A D'Aguilar Hotel will not be liable for the suspension or termination of the Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program on any account whatsoever including (without Limitation) for any points balance in a member's account at the time of suspension or termination.

5.4 A notice shall be deemed to be given by Cheldon Pty Ltd T/A D'Aguilar Hotel to a member if it is sent to the postal address or email address of the member, appearing in the Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program database.

5.5 It is against the law to sell or supply alcohol to, or obtain alcohol on behalf of, a person under the age of 18 years. Members of the Rewards Program will be asked to provide identification that proves that they are over 18 years of age. The Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program membership card does not constitute valid proof of age identification.

5.6 Cheldon Pty Ltd T/A D'Aguilar Hotel will only use the applicant's personal details for the purpose of setting up their Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program membership, and to send email and SMS offers and updates when data is supplied to Cheldon Pty Ltd T/A D'Aguilar Hotel.

5.7 In these Terms and Conditions "Cheldon Pty Ltd T/A D'Aguilar Hotel" means Cheldon Pty Ltd T/A D'Aguilar Hotel ABN 75 155 362 520 or its authorised representatives, and "Cheldon Pty Ltd T/A D'Aguilar Hotel Rewards Program" means those arrangements by which a member collects points by purchasing qualifying goods and thereby qualifies for awards under these Terms and Conditions.