

HOTEL AND TOURISM MANAGEMENT REWARDS PROGRAM

Hotel and Tourism Management Pty Ltd

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ABN: 26 086 906 872

(Operating under the banners: LIQUOR LEGENDS, URBAN CELLARS, CLUBSLINK, VALUE LIQUOR GROUP)

TERMS AND CONDITIONS

1. Introduction

- 1.1 These Terms and Conditions form the basis of the Hotel and Tourism Management Rewards Program ("Rewards Program").
- 1.2 All Members are bound by these terms and conditions.
- 1.3 In these Terms and Conditions, "HTM" means Hotel and Tourism Management Pty Ltd ABN: 26 086 906 872 or its representatives.

2. Membership of the Rewards Program

- 2.1 Only individuals may be members of the Rewards Program. Membership is free.
- 2.2 If you wish to become a Member of the Rewards Program, you must apply for membership in the way designated from time to time by HTM. HTM may accept or reject any application for membership, in its absolute discretion.
- 2.3 On acceptance by HTM, an applicant will be bound by these Terms and Conditions, as varied from time to time, and will be issued with a membership number and a membership card. Only one card will be issued to an individual member at any given time.
- 2.4 Membership of the Rewards Program becomes effective when the membership card or Rewards App is activated by or on behalf of HTM.
- 2.5 You must notify HTM of any change of name, physical or email address or other details as soon as possible after the change by calling HTM or emailing admin@liquorlegends.com.au. You must provide your membership number and any requested security information when you make these changes. HTM does not accept any responsibility for any failure by a member to notify it correctly of any such changes. You must also notify HTM immediately if you lose your membership card or if it is stolen. HTM is not liable for any delay in replacing, or for any unauthorised use of, a membership card.
- 2.6 Membership of the Rewards Program is limited to the store or outlet at which your application for membership is made.

3. Use of Membership Card or Rewards App

- 3.1 You agree to be bound by the Terms and Conditions and you give the consents set out in clause 7 when you apply for membership, when you use your card or Rewards App or your membership number or when you earn or redeem any Rewards Points. Rewards Points will only be credited to you and may only be redeemed in accordance with these Terms and Conditions.
- 3.2 Your membership card remains the property of HTM and must be returned on demand. It is not a credit or charge card, and it is not transferrable.

3.3 If your card is lost or stolen or if your card or membership number is used without your authority, it is your responsibility to advise HTM as soon as possible, as you are liable for all use of your card or membership number until you notify HTM of the loss, theft or unauthorised use.

4. Rewards Points

4.1 Rewards Points may only be earned at the stores or outlets listed on the reverse of your membership card or location selected on the Rewards App.)

4.2 Rewards Points will be credited to your account when you purchase qualifying goods) from HTM Banner outlets ("Eligible Transaction"). Rewards Points may also be credited by HTM to your membership account for promotional and incentive programs offered from time to time by HTM.

4.3 In order to earn Rewards Points, you must quote your name and membership number (and if requested, produce your membership card or Rewards App) at the point of sale before the conclusion of the Eligible Transaction.

4.4 Each Eligible Transaction will earn one (1) point for every dollar (\$) you spend on that transaction ("Rewards Point").

4.5 Rewards Points and the rights they confer cannot be sold, transferred, converted to cash, assigned or otherwise dealt with except in accordance with these Terms and Conditions. Rewards Points may not be redeemed after the expiry of a period of two (2) years from the date on which they were earned.

5. Redeeming Points

5.1 Points may only be redeemed at the store at which you applied for membership of the Rewards Program, unless otherwise determined by HTM in its discretion.

5.2 In order to redeem Rewards Points, you must notify the store or outlet before the conclusion of the Eligible Transaction that you wish to redeem your Rewards Points and apply them in payment or part payment of the Eligible Transaction, and you must, if requested, present your valid membership card at that time.

6. General

(a) HTM reserves the right at any time and in its absolute discretion to make changes to:-

- (i) The Rewards Program;
- (ii) The Terms and Conditions;
- (iii) Goods which are Qualifying Goods; ok
- (iv) The basis on which Rewards Points are earned.

(b) HTM will use its best endeavors to give you a reasonable notice of these changes by such means as HTM considers to be reasonable, including by email to your email address as notified to HTM by you, or if no valid email address is held by HTM, by posting details of the changes on the www.liquorlegends.com.au website, but will not be liable in any way to you if you do not receive such notice.

(c) HTM also reserves the right to suspend or terminate the rewards program at any time without notice and will not be liable to you in any way for doing so.

(d) You acknowledge that you may be asked to provide identification as proof of age at the time you enter into the Eligible Transaction. Your membership card or Rewards App does not constitute valid proof of age.

(e) In these terms and conditions, the singular includes the plural and vice versa, and reference to any gender includes all other genders.

7. Personal Information

7.1 By applying for membership and providing HTM with your email address and/or your mobile telephone number, you:-

- (a) consent to HTM sending you commercial electronic messages as defined in laws in force from time to time relating to the transmission of commercial messages by any electronic means;
- (b) consent and authorise HTM to obtain, use, disclose and retain the information on your application form and other information HTM obtains from time to time in relation to you or your membership and to disclose such information to third parties for the purposes of:-
 - (i) HTM or such third parties providing products or services, including the awarding of Rewards Points to you;
 - (ii) Research, marketing, product development, promotional activities and strategic planning by HTM or third parties;
 - (iii) HTM's providing services to its member or associates stores and outlets or to any third party.

7.2 For the purposes of improving products and services available to you from stores and outlets operating under HTM banners and to provide you with information about those products and services, you agree that HTM may collect and combine personal information about you from all available sources, and disclose and share that information with third parties.