

Store Card Platform – Club Member Offer Agreement

Loyalty Corp Australia Services Pty Ltd
Loyalty Corp

AMS Rewards Pty Ltd
AMSR

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Store Card Platform - Club Member Offer Agreement dated**2017****Parties**

Loyalty Corp Australia Services Pty Ltd ABN 39 615 958 873 of 1192 Toorak Road, Camberwell Victoria 3124 (**Loyalty Corp**)

AMS Rewards Pty Ltd ABN 88 101 647 401 of Level 9, 459 Little Collins Street, Melbourne Victoria 3000 (**AMSR**)

Background

- A. AMSR is a wholly owned subsidiary of Australian Motoring Services Pty Ltd, whose shareholders are the Australian Motoring Clubs (other than The Automobile Association of Northern Territory Inc).
- B. AMSR, agent for and on behalf of the Australian Motoring Clubs, has agreed to develop various benefits for Members including the facilitation via Loyalty Corp of access for Members to purchase eGift Cards on the terms and conditions of this agreement.
- C. AMSR has requested Loyalty Corp to provide certain services to those of the Australian Motoring Clubs which elect to become a party to this Agreement by executing a document in the form attached in Schedule 5 and therefore become Participating Clubs pursuant to the terms and conditions of this Agreement, and Loyalty Corp has agreed to provide such services in accordance with the terms of this Agreement.
- D. The parties wish to give effect to the supply arrangement on the terms of this Agreement.

Operative provisions

1. Definitions and interpretation**1.1 Definitions**

In this agreement:

Agreement means this Store Card Platform Club Member Offer Agreement.

Australian Motoring Clubs means:

- (a) Royal Automobile Club of Victoria (RACV) Ltd;
- (b) The Royal Automobile Club of Queensland Limited;
- (c) The Royal Automobile Association of South Australia Inc;
- (d) The Royal Automobile Club of Tasmania Limited;
- (e) Automobile Association of Northern Territory Inc;

and/or their respective wholly owned subsidiaries and **Australian Motoring Club** means any of them.

Australian Motoring Clubs' Trademarks means the trademarks registered in the name of the Australian Motoring Clubs and/or their subsidiaries and specified in Schedule 7.

Business Day means a day on which trading banks are open for business in Sydney, New South Wales, or Melbourne, Victoria except a Saturday, Sunday or public holiday.

Commencement Date means the date in item 2 of Schedule 1.

Confidential Information means all financial information, specifications, records, data, computer programs, drawings, schematics, notices, models, reports, samples, know-how, trade secrets, ideas, concepts, technical and operational information, arising or used in connection with the services and other information which by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential and includes Member Data.

Reporting Requirements means the reporting requirements set out in Schedule 4.

eGift Card means a gift card, ticket or voucher issued in “electronic” form that can be used to pay for goods and services at all Retailers listed on the Website.

eGift Card Program means the program contemplated by this Agreement, by which Loyalty Corp provides the Australian Motoring Clubs and their Members with the ability to purchase eGift Cards from Retailers listed on the Website.

eGift Card Terms means the terms and conditions applicable to the eGift Card Program operated by Loyalty Corp as set out in Schedule 3.

GST means any form of goods and services tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Member means a member of a Participating Club.

Member Data means all information including Personal Information, in any form, relating to or provided by a Member under or in relation to this Agreement but excludes any such information which was already in Loyalty Corp’s possession or control prior to the date of this Agreement or was collected by or on behalf of Loyalty Corp afterwards through independent sources including directly from the Member or Retailer during the use of the Loyalty Corp transacting platform whilst providing Services under this Agreement.

Merchant Fee means the fee specified in Item 4 of Schedule 1.

Participation Deed means the deed to be entered into between Loyalty Corp, AMSR and a Participating Club in the form of Schedule 5.

Participating Club means any of the Australian Motoring Clubs that execute a Participation Deed and thereby become a party to this Agreement. A reference to a Participating Club is reference to any or all of them, as the context dictates.

Personal Information has the meaning given to it under the Privacy Act and includes, without limitation, information about any Australian Motoring Club employee, contractor, agent or Member that personally identifies that individual and is collected or held by Loyalty Corp pursuant to this Agreement.

Privacy Act means the Privacy Act 1988 (Cth).

Privacy Laws means

- (a) the Privacy Act;
- (b) the Australian Privacy Principles contained in the Privacy Act; and

- (c) any other applicable statute, regulation, ordinance, code, standard or law in Australia, or requirement of any government, governmental or semi-governmental body which relates to the privacy, confidentiality, use or protection of information about individuals.

Retailer means each business that has agreed to participate in the eGift Card Program by accepting payment for goods or services using eGift Cards from time to time, including, as at the Commencement Date, those suppliers and retailers set out in Schedule 6.

Retailer Terms and Conditions has the meaning given in clause 3.4(a).

Services means the Services to be provided by Loyalty Corp under this Agreement, and as more particularly described in Schedule 2 (**Services Schedule**).

Service Levels means the service levels and, where applicable, the response times specified in Schedule 2 (**Services Schedule**).

Term means the term of this agreement specified in item 2 of Schedule 1.

Termination Event means any event specified in clause 7.1(a).

Transaction Fee means the fee specified in item 3 of Schedule 1.

Website has the meaning given to it in clause 3.1(a).

1.2 Interpretation

In this agreement, headings are only for convenience and do not affect interpretation and, unless the context requires otherwise:

- (a) words in the singular include the plural and vice versa;
- (b) words of one gender include any gender;
- (c) an expression indicating an individual includes a company, partnership, joint venture, association, corporation or other body corporate;
- (d) a reference to a party to this agreement includes that party's executors, administrators, successors and permitted assigns;
- (e) a reference to a clause, party, schedule, annexure or exhibit is a reference to a clause of, and a party, schedule, annexure and exhibit to, this agreement and a reference to this agreement includes any schedule, annexure or exhibit;
- (f) a reference to a right includes a remedy, power, authority, discretion or benefit;
- (g) a reference to anything (including, but not limited to, a right) includes any part of that thing;
- (h) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it;
- (i) a reference to a document includes all amendments or supplements to, or replacements or notations of, that document; and
- (j) no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or any part of it.

1.3 Business Day

Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the next Business Day.

1.4 Agency

AMSR enters into this Agreement as agent for and on behalf of each of the Australian Motoring Clubs.

1.5 Participating Clubs

A Participating Club becomes a party to this Agreement only on execution of a Participation Deed in accordance with clause 13.7. The terms of the relevant Participation Deed prevail over the terms of this Agreement to the extent of any inconsistency. Each Participating Club and Loyalty Corp will contemporaneously upon executing a Participation Deed, provide a copy to AMSR.

2. Term

This Agreement shall commence on the Commencement Date and shall continue for the Term unless earlier terminated in accordance with its terms.

3. Supply of eGift Cards

3.1 Supply to Members

- (a) Loyalty Corp must create and provide for each Participating Club a 'white label' landing webpage (a graphical user interface front end) (**Website**) which will link to Loyalty Corp's existing web portal for the eGift Cards, and therefore serve as the entry point for Members to order eGift Cards online.
- (b) Loyalty Corp must ensure that Members have the ability to purchase and pay for eGift Cards through the Website under the eGift Card Program at all times during the Term.
- (c) The processing of payments (including payment methods) for Gift Cards purchased by Members under clause 3.1(b) will be in accordance with the electronic payment policies as adopted by Loyalty Corp from time to time in relation to the sale of goods and services online.
- (d) Loyalty Corp must ensure that a Member is issued with the eGift Card immediately upon payment of the relevant eGift Card amount by the Member through the Website, or as soon as Loyalty Corp has been provided with the eGift Card by the Retailer.
- (e) Loyalty Corp is only obliged to make eGift Cards available to purchase through the Website to persons it reasonably believes are Members and is not obliged to sell eGift Cards under the eGift Card Program to:
 - (i) any person it knows or reasonably suspects is not a Member; and
 - (ii) a Member purchasing eGift Cards outside of any terms imposed by Loyalty Corp or a Retailer from time to time.
- (f) Without limiting any obligation of Loyalty Corp under this Agreement, each Participating Club must use its reasonable endeavours to ensure that only Members are able to access the Website and purchase eGift Cards.

3.2 eGift Card Terms

- (a) The parties agree that the eGift Card Terms apply to each eGift Card issued by Loyalty Corp to a Member under this Agreement.
- (b) Loyalty Corp must ensure that the eGift Card Terms and Loyalty Corp's "Privacy Policy" are displayed on the Website and accessible by Members at all times.
- (c) The parties agree that the terms of this Agreement prevail over the eGift Card Terms in the event of any inconsistency.
- (d) If considering suspending or terminating a Member's access to the eGift Card Program, Loyalty Corp must notify the relevant Participating Club and, in good faith, consider and not unreasonably fail to comply with the relevant Participating Club's reasonable directions with respect to such potential suspension or termination.
- (e) Prior to changing the eGift Card Terms, Loyalty Corp must notify and detail to AMSR and any relevant Participating Club of the proposed changes and, in good faith, consider and not unreasonably fail to comply with the relevant Participating Club's reasonable directions with respect to such intended changes.

3.3 Retailers

- (a) Loyalty Corp must use its best endeavours to have Retailers agree to participate in the eGift Card Program.
- (b) Loyalty Corp must notify AMSR and each Participating Club within 24 hours of:
 - (i) any Retailer that elects to participate in the eGift Card Program; and
 - (ii) any Retailer that elects to be removed from the eGift Card Program.
- (c) Loyalty Corp acknowledges that AMSR may, at any time during the Term, give notice to Loyalty Corp requesting that a Retailer be removed from the eGift Card Program and the Website.
- (d) Loyalty Corp must, within 5 Business Days of receipt of a notice from AMSR under clause 3.3(c), remove any such Retailer from the eGift Card Program and the Website.
- (e) Subject to clause 3.3(c), Loyalty Corp must ensure that all Retailers are listed on the Website and the benefits of their participation in the eGift Card Program are accessible to Members.
- (f) Loyalty Corp must remove any reference to or promotion or listing of a Retailer's participation in the eGift Card Program if the Retailer has made an election under clause 3.3(b)(ii), and Loyalty Corp must do so within 24 hours of such election being made.
- (g) If requested by a Participating Club, Loyalty Corp must consider in good faith:
 - (i) any partner of an Australian Motoring Club under its existing show your card and save arrangements as a Retailer for the purposes of this Agreement; and
 - (ii) any proposal of a Participating Club seeking a variation to the applicable discounted rate applied by a Retailer under eGift Cards offered by such Retailer.

3.4 Retailer terms and conditions

- (a) The parties acknowledge that Retailers may have their own terms and conditions that apply in respect of any eGift Card purchased by a Member through the Website, including in respect of:
- (i) the expiry date for any such eGift Cards; and
 - (ii) the amount, goods or services that may be purchased by a person using any such eGift Card,

(Retailer Terms and Conditions).

- (b) Loyalty Corp must ensure that a copy of any Retailer Terms and Conditions are made available for review by Members on the Website at the time of purchase of an eGift Card by a Member.

3.5 Website

- (a) Loyalty Corp must, throughout the Term, carry out its obligations with regard to the development and maintenance of the Website for each Australian Motoring Club as outlined in clause 3.1(a).
- (b) Loyalty Corp must not, without AMSR's prior written approval (which may be given by AMSR in its sole discretion and on a case-by-case basis):
- (i) publish or allow the display of any non-AMSR advertising, promotional or marketing material (including any loyalty based services offered by Loyalty Corp which do not relate to the eGift Card Program), or offer or promote the goods or services of any third party, on the Website, other than in respect of any Retailer; or
 - (ii) use the Website or Australian Motoring Club's communication channels or publications to advertise or promote any products or services to any Member where those products and services compete directly with any products or services provided by the Australian Motoring Clubs.
- (c) In circumstances where AMSR agrees in writing to the display by Loyalty Corp of Loyalty Corp's or any third party advertising, promotional or marketing material under clause 3.5(b):
- (i) AMSR and Loyalty Corp must meet in good faith to agree in writing the amount payable (if any) by Loyalty Corp to AMSR in respect of the display of the relevant material on the Website;
 - (ii) Loyalty Corp must ensure that the relevant material does not contain any information or subject matter that is illegal, contrary to any industry code, indecent, obscene, threatening, discriminatory, in breach of any confidence, defamatory, libelous or offensive; and
 - (iii) Loyalty Corp must comply with any reasonable conditions imposed by AMSR at the time it gives its approval to the display of the advertising (for example, a condition that the material only be displayed for a specified period).
- (d) Without prejudice to clauses 3.1 and 3.5(a), (b) and (c), Loyalty Corp must ensure it complies with all reasonable directions of AMSR and the relevant Participating Club

with respect to its development, creation, presentation and provision of the Website, including but not limited to the Website's function, capabilities, data exchange, aesthetic, design, layout, copy, imagery and other media. AMSR and the relevant Participating Club may from time to time reasonably require Loyalty Corp to make changes to the Website, and any such changes shall be scoped, costed and agreed to by both parties.

3.6 Use of Other Partners

Loyalty Corp acknowledges and agrees that:

- (a) it is not by virtue of this Agreement, the exclusive supplier to AMSR or the Australian Motoring Clubs of the kinds of products and services contemplated by this Agreement;
- (b) each Australian Motoring Club may at any time during the Term procure from a third party, the same or similar products or services which Loyalty Corp provides or has previously provided to AMSR, Australian Motoring Clubs or Members; and
- (c) in no circumstances will any Australian Motoring Club be liable to pay compensation (in any form) to Loyalty Corp in respect of an exercise by an Australian Motoring Club of its rights under this clause 3.6.

3.7 Services and Service Levels

Loyalty Corp must:

- (a) perform the Services in accordance with this Agreement; and
- (b) perform the Services in a manner that meets or exceeds the applicable Service Levels.

3.8 Merchant Fees

Subject to clause 4.1(b), the parties acknowledge that the terms relating to payment of any Merchant Fees are set out in each relevant Participation Deed.

4. Price and payment

4.1 Transaction Fee and Merchant Fee

- (a) Each Participating Club must pay the Transaction Fee to Loyalty Corp for each eGift Card purchased by a Member of that Participating Club through the Website.
- (b) Each Participating Club must pay the Merchant Fee to Loyalty Corp in respect of each transaction by a Member of that Participating Club through the Website (to the extent the Participation Deed entered into by that Participating Club does not otherwise provide that the Members of the Participating Club agree to pay the Merchant Fee directly).
- (c) The parties acknowledge that no amount is payable by AMSR under this Agreement, including in respect of:
 - (i) any Services provided by Loyalty Corp; or
 - (ii) eGift Cards purchased by Members through the Website.

4.2 Payment

- (a) Loyalty Corp must issue a tax invoice to each Participating Club on a monthly basis throughout the Term in respect of the Transaction Fees and Merchant Fees (as

applicable) payable by such Participating Club in respect of the preceding one month period.

- (b) Each tax invoice issued by Loyalty Corp to a Participating Club under this Agreement must include:
- (i) details of the Transaction Fees and Merchant Fees (as applicable) payable by the relevant Participating Club in respect of the preceding month;
 - (ii) details of the number of eGift Cards purchased by Members of the relevant Participating Club during the preceding month;
 - (iii) details of the Services provided by Loyalty Corp during the preceding month; and
 - (iv) such other information as may be reasonably requested by AMSR or a Participating Club from time to time.
- (c) Each Participating Club agrees to pay the amount owing under any tax invoice validly issued by Loyalty Corp under this Agreement within 30 days of the date of any such invoice.

5. Warranties

Loyalty Corp warrants to AMSR and each Participating Club that:

- (a) it has the right to publish all brands, logos, trade marks or other marketing material of the Retailers on the Website;
- (b) the Website will not infringe any third party's intellectual property rights; and
- (c) each of the retailers or businesses listed or referred to on the Website or otherwise promoted by Loyalty Corp as participating in the eGift Card Program, have agreed to participate in the eGift Card Program, however, each Retailer has the right to remove or cease its participation in the eGift Card Program at any time, at its discretion.

The warranties provided by Loyalty Corp under this Agreement are made at the Commencement Date and repeated each day this Agreement is in effect.

6. Marketing & Promotion

- (a) During the Term, AMSR and the Australian Motoring Clubs shall be entitled to promote the availability of the eGift Card Program in accordance with the terms and conditions of this Agreement.
- (b) Each Participating Club agrees that it shall not display, publish or use (**Use**) any copyright material, trademarks, logos or any other material containing the intellectual property of a Retailer (**Retailer IP**) in connection with the eGift Card Program without the prior written consent of that Retailer or Loyalty Corp. If a Participating Club obtains such prior written consent from Loyalty Corp, Loyalty Corp warrants to AMSR and that Participating Club the terms of that consent have been authorised by the relevant Retailer; and indemnifies that Participating Club for any liability or claim the Participating Club incurs with respect to its Use of that particular Retailer IP within the terms of that consent.

- (c) Subject always to clause 6(e), AMSR is authorised and agrees to licence Loyalty Corp to use the Australian Motoring Clubs' Trademarks solely for the purpose of promoting the eGift Card Program or as may otherwise be agreed in writing between the parties from time to time, provided always that the relevant Australian Motoring Club is a Participating Club. This licence is non-exclusive.
- (d) Each party agrees that in using another party's trademarks it will:
 - (i) act at all times to protect the value in the other party's trademarks and ensure that the rights and reputation in the other party's trademarks are not damaged or infringed in any way by that party's use; and
 - (ii) comply with all directions of the other party in relation to the form and manner of use of the other party's trademarks including without limitation the brand guidelines of the other party.
- (e) Notwithstanding clause 6(c) above, no party shall display, publish or use any copyright material, trademarks, logos or any other material containing the intellectual property of another party (or the Australian Motoring Clubs) without the prior written consent of that party. No party shall acquire any rights in any other party's intellectual property.
- (f) Loyalty Corp agrees that it will also keep confidential all Member Personal Information obtained in the course of performing its obligations under this Agreement and that it will not use this information to contact any Member other than for the purposes of fulfilling the Services contemplated by this Agreement.
- (g) Without limiting the generality of the forgoing clauses, Loyalty Corp agrees that it will not during the Term without the prior written consent of AMSR and the relevant Australian Motoring Club (such consent to be exercised at the absolute discretion of AMSR):
 - (i) engage in any marketing communications directly targeted at Members; or
 - (ii) use the Personal Information of any Member obtained from the Member in the course of providing the eGift Cards or otherwise pursuant to this Agreement, to send to the Member marketing communications about Loyalty Corp or any related body corporate of Loyalty Corp.

7. Termination

7.1 Termination Events

- (a) A party may terminate this Agreement if:
 - (i) any other party is in material breach of this Agreement and, where capable of remedy, fails to remedy such breach within 30 days after the date on which written notice of such breach has been served on the other party;
 - (ii) any other party is in material breach of this Agreement which is incapable of remedy;
 - (iii) any other party becomes insolvent, bankrupt or is unable to pay its debts as and when they fall due or an order is made or a resolution is passed for the winding up of that other party (except for the purposes of a solvent amalgamation or reconstruction);

- (iv) any other party enters a compromise or arrangement with creditors or a receiver or manager or administrator is appointed to that other party or over its assets;
 - (v) any party is unable to perform its obligations under this Agreement due to Force Majeure for a continuous period of ninety days;
 - (vi) the eGift Card Program is, or any other party reasonably considers it to be, unlawful; or
 - (vii) any other party ceases or threatens to cease to conduct its business.
- (b) In addition to any other right of termination under this Agreement, AMSR may terminate this Agreement at any time during the Term by providing Loyalty Corp with 90 days' written notice.
- (c) A Participating Club may terminate its participation in this Agreement at any time during the Term by providing Loyalty Corp and AMSR with 90 days' written notice and after such notice period lapses:
- (i) the Agreement will no longer bind that Participating Club;
 - (ii) the licence granted under clause 6(c) is automatically revoked; and
 - (iii) Loyalty Corp must cease providing the eGift Card Program to that Participating Club's Members unless otherwise agreed in writing by the Participating Club.
- (d) If this Agreement is terminated:
- (i) in accordance with clause 7.1(a) as a result of one of the events set out in clause 7.1(a)(i) to 7.1(a)(v) or clause 7.1(a)(vii) occurring in relation to a Participating Club; or
 - (ii) by a Participating Club in accordance with this clause 7.1(c),

this Agreement shall remain in force for each other party to this Agreement (including each other Participating Club) until otherwise terminated in accordance with its terms.

7.2 Consequences of Termination

In the event that this Agreement expires or is terminated:

- (a) each party shall immediately cease using any copyright material, trade marks, logos or other intellectual property of the other party and shall immediately cease claiming any connection with the other party;
- (b) each party shall, unless otherwise agreed, immediately cease distributing or publishing any material which contains information in relation to the eGift Card Program;
- (c) Loyalty Corp shall immediately:
 - (i) cease using any Member Data, with the exception that Loyalty Corp may continue to use Member Data for such period and to the extent necessary to continue to comply with its ongoing obligations to provide Services in respect of any Members who have pre-purchased un-redeemed eGift Cards or products accessed via the Website; and

- (ii) subject to clause 7.2(c)(i), at the request of each Participating Club, either:
 - A. return to each Participating Club all Member Data relating to Members of that Participating Club in the possession of Loyalty Corp on expiry or termination of this Agreement; or
 - B. destroy all Member Data relating to Members of that Participating Club in the possession of Loyalty Corp on expiry or termination of this Agreement; and
- (d) any provision which expressly or by implication is intended to come into or remain in force after termination will continue in full force and effect.

8. Confidentiality and Privacy

8.1 Confidentiality and Privacy

- (a) Each party hereby grants to the other the right to use their Confidential Information solely for the limited purposes and to the extent required for each party to perform its obligations under this Agreement.
- (b) The parties agree that they must not:
 - (i) use the Confidential Information of any other party for any purpose other than that stated in clause 8.1(a); and
 - (ii) disclose the Confidential Information of the other party to any third party, except for employees and subcontractors who have a need to know the Confidential Information in order for the receiving party to perform its obligations under this agreement.
- (c) The obligations contained in this clause 8.1 do not apply to Confidential Information that:
 - (i) was in the receiving party's possession prior to receipt from the disclosing party;
 - (ii) was received by a party in good faith from a third party not subject to a confidentiality obligation related to the disclosing party;
 - (iii) now or later becomes publicly known through no breach of the confidentiality obligations of the receiving party;
 - (iv) was developed by the receiving party without the developing persons having access to any of the Confidential Information received from the disclosing party;
 - (v) is authorised in writing by the disclosing party to be released or is designated in writing by the disclosing party as no longer being confidential or proprietary; or
 - (vi) is required to be disclosed by the recipient party by a governmental agency, stock exchange or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure.

- (d) The recipient party must keep the other's Confidential Information reasonably secure and, in any event, at least as secure as it keeps its own Confidential Information.
- (e) Notwithstanding any other terms of this Agreement, no party is under any obligation in connection with the other's Confidential Information if it is directed, requested or demanded to do otherwise by any duly authorised law enforcement officer or government representative, officer or agency.
- (f) The parties agree that a violation of any of the provisions of this clause 8.1 could cause irreparable harm and injury to the disclosing party and that, accordingly, the disclosing party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving party from violating or threatening to violate the provisions of this clause 8.1.

8.2 Privacy

- (a) To the extent that any Personal Information about Members is disclosed to Loyalty Corp by AMSR or any Australian Motoring Club, or is collected by Loyalty Corp in the course of Loyalty Corp's involvement in the eGift Card Program, Loyalty Corp agrees and warrants to AMSR in relation to its use and handling of such Personal Information that:
 - (i) all such hard copy Personal Information will be stored within Australia, all such electronic Personal Information will be stored on servers located in Australia and no Personal Information, whether hard copy, electronic or electronic backup, will be sent, transmitted or stored outside of Australia;
 - (ii) it will comply with the Privacy Laws;
 - (iii) it will use the Personal Information only for the purposes of meeting its obligations under this Agreement or as required by law; and
 - (iv) it will not disclose the Personal Information except as permitted in this Agreement or with the prior written consent of AMSR or the relevant Australian Motoring Club.
- (b) AMSR agrees and warrants to Loyalty Corp that in relation to the collection, use, storage and disclosure of Personal Information comprised in Member Data, AMSR and Australian Motoring Club comply with their respective obligations under Privacy Laws.

8.3 Survival

The provisions of this clause 8 shall survive the termination or expiration of this agreement.

9. Indemnities

- (a) Subject to the provisions of clauses 9(d) and 9(e), Loyalty Corp releases and indemnifies AMSR and each Participating Club against all actions, claims, demands and proceedings which may be instituted against either party and/or against all liability, losses, damages, costs and expenses which may be suffered or incurred or which may arise in any manner, whether during the Term or after the termination or expiration of this Agreement, from or in connection with:
 - (i) Loyalty Corp's performance of this Agreement including but not limited to the supply of Services by or on behalf of Loyalty Corp under this Agreement;

- (ii) the promotion of the eGift Card Program by or on behalf of Loyalty Corp;
 - (iii) any virus, worm, trojan horse or any other software or configuration that may cause an unauthorised change to or disruption of the Website, or any disruption or deletion of any Member Data, or unauthorised access to, or the corruption of, any Member Data;
 - (iv) any unauthorised change or access to, or disruption or corruption of, a Participating Club's pre-existing websites, information technology systems and data arising from or in connection with Loyalty Corp's acts, omission, negligence or breach or performance of this Agreement;
 - (v) any infringement of AMSR or a Participating Club's intellectual property rights by Loyalty Corp in breach of its obligations under this Agreement;
 - (vi) any breach by Loyalty Corp of any of its obligations under this Agreement;
 - (vii) a breach of any warranty provided by Loyalty Corp under clause 5;
 - (viii) any negligence or wilful misconduct of Loyalty Corp in connection with this Agreement; and
 - (ix) failure by Loyalty Corp to abide by all applicable laws, rules, regulations and orders in respect of its obligations under or performance of this Agreement including but not limited to Privacy Laws.
- (b) Loyalty Corp shall maintain insurance sufficient to protect AMSR and the Participating Clubs, their officers and directors from any claim for damages relating to the supply of Services by Loyalty Corp as part of the eGift Card Program and the risks and liabilities referred to under clause 9(a), including but not limited to professional indemnity, public liability and workers' compensation insurance. Loyalty Corp will provide evidence of such insurance to AMSR from time to time within 7 days of a request. Notwithstanding the foregoing, Loyalty Corp must comply with any reasonable request by AMSR for Loyalty Corp to take out any additional insurances or amend its level of coverage.
- (c) Subject to the provisions of clauses 9(d) and 9(e), AMSR releases and indemnifies Loyalty Corp against all actions, claims, demands and proceedings which may be instituted against either party and/or against all direct liability, losses, damages, costs and expenses which may be suffered or incurred or which may arise in any manner during the Term or after the termination or expiration of this Agreement, from or in connection with:
- (i) the promotion of the eGift Card Program by or on behalf of AMSR;
 - (ii) any infringement of Loyalty Corp's intellectual property rights by AMSR in breach of its obligations under this Agreement;
 - (iii) any breach by AMSR of any of its obligations under this Agreement;
 - (iv) any negligence or wilful misconduct of AMSR in connection with this Agreement; and
 - (v) failure by AMSR to abide by all applicable laws, rules, regulations and orders in respect of its obligations under this Agreement.

- (d) Notwithstanding anything else in this Agreement, no party shall be liable for any incidental, indirect, special or consequential loss or damage including without limitation, loss of profit or loss of business arising out of or in connection with this Agreement, even if the other party has been advised of their possibility.
- (e) Notwithstanding clause 9(a), Loyalty Corp's liability for any claim arising as specified in clause 9(a) shall be reduced to the extent that such claim is caused or contributed to either by any breach by AMSR of any provision of this Agreement, or by any negligent act or omission of AMSR, its employees, agents, contractors or subcontractors.
- (f) Notwithstanding clause 9(c), AMSR's liability for any claim arising as specified in clause 9(c) shall be reduced to the extent that such claim is caused or contributed to either by any breach by Loyalty Corp of any provisions of this Agreement, or by any negligent act or omission of Loyalty Corp, its employees, agents, contractors or subcontractors.
- (g) This clause 9 shall survive the expiration of termination of this Agreement.

10. Force Majeure

- (a) Except for payment of any fees under this Agreement, no party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.
- (b) If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- (c) If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 90 days, any party may immediately terminate this Agreement on providing notice in writing to each other party.
- (d) For the purposes of this Agreement, "Force Majeure" shall mean a circumstance beyond the reasonable control of a party which results in that party being unable to observe or perform an obligation under this Agreement (whether on time or at all). Such circumstances shall include:
 - (i) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
 - (ii) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damages, sabotage and revolution;
 - (iii) strikes or industrial disputes;
 - (iv) embargo; or
 - (v) power, water, communications or other utility shortage or interruption.

11. GST

11.1 Definitions

Words used in this clause 11 which have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context indicates otherwise.

11.2 GST

- (a) The parties acknowledge that as at the date of this Agreement, no GST is payable for the loading of value onto gift cards, such as the eGift Cards (i.e. the load value on purchase of the eGift Card by the Australian Motoring Clubs or Members is currently GST exempt).
- (b) If there is a change in the GST Act (or its interpretation) or any other relevant law, in relation to the payment of GST on the load value of gift cards from the position that exists at the date of this Agreement as described in clause 11.2(a), then the parties will negotiate in good faith and make appropriate amendments to this Agreement so that the commercial position of the parties as at the date of this Agreement is preserved to the extent possible.
- (c) The parties acknowledge that GST may be applicable for goods and services purchased through redemption of eGift Cards with Retailers, and, for the avoidance of doubt, the load value of the relevant eGift Card is exclusive of that GST.

12. Reporting

- (a) No less frequently than monthly, Loyalty Corp will provide AMSR and the relevant Participating Club with reports detailing each transaction involving Members under or in connection with this Agreement in electronic form (eg, .csv format) and otherwise complying with the Reporting Requirements.
- (b) Loyalty Corp must use its best endeavours to:
 - (i) provide AMSR and the relevant Participating Club live access to such reports; and
 - (ii) present and deliver such reports in a format and manner reasonably requested by AMSR or a Participating Club.
- (c) The report must include the following data:
 - (i) Member details included Member's name and Membership number;
 - (ii) transaction ID;
 - (iii) transaction location; and
 - (iv) any other data reasonably requested by AMSR or a Participating Club.

13. General

13.1 Notices

- (a) A notice, request, demand, consent or approval (each a notice) under this Agreement must comply with the requirements of this clause 13.1.
- (b) All notices must be in legible writing and in English and addressed as shown below.
- (c) If the notice is sent to Loyalty Corp:

Loyalty Corp Australia Services Pty Ltd

Address: 1192 Toorak Road, Camberwell, VIC 3124

Fax: 1300 134 419

Attention: The Company Secretary

- (d) If the notice is sent to AMSR:

AMS Rewards Pty Ltd

Address: Level 9, 459 Little Collins Street
Melbourne, Victoria 3000

Fax: 03 9601 3322

Attention: The Company Secretary

- (e) A notice may be signed for the party giving it by the party's authorised officer, attorney or solicitor.
- (f) A notice is regarded as given by the sender and received by the addressee:
- (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, 3 Business Days from and including the date of posting;
 - (iii) if faxed, when transmitted to the addressee,
- but if delivery or receipt is on a day which is not a Business Day or is after 5.00 pm at the place of delivery or receipt, it is regarded as given at 9.00 am on the next Business Day.
- (g) A fax is regarded as legible unless the addressee telephones the sender within two hours after transmission is received or regarded as received under clause 13.1(f) and informs the sender that it is not legible.
- (h) A party may change its address or fax number for notices by giving notice to the other party.
- (i) A notice that is posted is valid even if the addressee does not receive it or it is returned unclaimed to the sender.

13.2 Governing law and jurisdiction

Each party acknowledges that the courts of Victoria are an appropriate, but not exclusive, forum.

13.3 Unenforceable provision

- (a) A provision of, or the application of a provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (b) Where a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

13.4 Waiver

- (a) Waiver of any right arising from a breach of this Agreement or on the occurrence of a Termination Event must be in writing and executed by the party granting the waiver.
- (b) A failure to exercise, a delay in exercising, or a partial exercise of, a right created under or arising from a breach of this Agreement or on the occurrence of a Termination Event does not result in a waiver of that right.

13.5 Variation

A variation of this Agreement must be in writing and executed by each of the parties or by persons authorised to sign for them.

13.6 Assignment

No party may assign its rights and obligations under this Agreement without each other party's written consent, which consent shall not be unreasonably withheld.

13.7 Counterparts

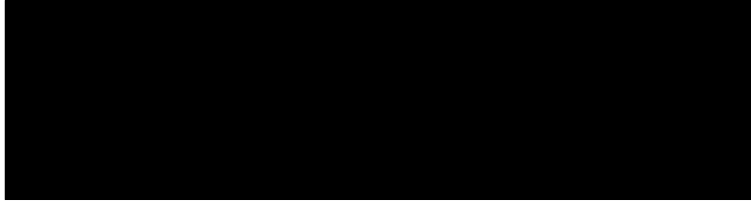
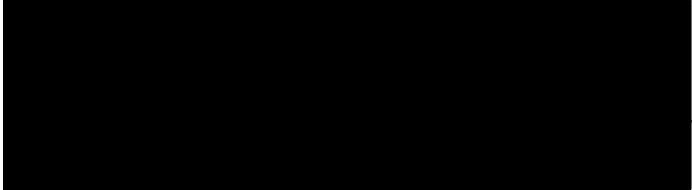
This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one Agreement. In the case of a Participating Club, this Agreement is properly executed upon the execution of a Participation Deed or separately executed parts of such document are exchanged between such Participating Club, Loyalty Corp and AMSR.

13.8 Entire agreement

This Agreement replaces all previous agreements between the parties concerning its subject matter and contains the entire agreement between the parties.

Signed as an agreement.

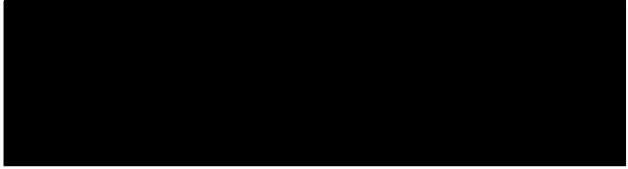
Signed for and on behalf of **Loyalty Corp Australia Services Pty Ltd ABN 39 615 958 873** by its authorised signatory in the presence of



NATHAN SLOBERRAS
Full name of witness

ANDREW KALLEN
Full name of authorised signatory

Signed for and on behalf of **AMS Rewards Pty Ltd ABN 88 101 647 401** by its authorised signatory in the presence of



SHARON NEWELL
Full name of witness

SHAY ELKINGTON (ACTING CEO)
Full name of authorised signatory

Schedule 1 - Particulars

Item 1 Commencement Date	The date of this Agreement.
Item 2 Term	2 years
Item 3 Transaction Fee	<p>██████████ eGift Card purchased by a Member through the Website excluding GST.</p>
Item 4 Merchant Fee	<p>An amount equal ██████████ excluding GST of the total transaction price paid by a Member for a transaction through the Website. The merchant fee is fixed for the first ██████ months of the Term. Thereafter, the merchant fee may be increased, but not more than once in any ██████ month period, by Loyalty Corp providing AMSR and the relevant Participating Club at least ██████ days' notice in writing of the proposed new merchant fee.</p>

Schedule 2 - Services Schedule

Loyalty Corp will provide the following support services for each Participating Club:

- Issue product receipts and notifications for the order and distribution of Member benefits, Gift Cards and offers;
- Online enquiry handling and incident management;
- 1300 Help Desk Number specific to Client for handling of Member enquiries.

1. Incident Management

(a) Requesting service or submitting incidents

Service requests and incident reporting must be submitted through the Loyalty Corp products and support services site at [REDACTED]

(b) Operating Hours

Loyalty Corp support handles Participating Club and or its Member(s) requests and queries regarding Loyalty Corp products, services and operations on business days:
Monday through Friday from 09.00 to 17.00 AEST excluding Public Holidays (support is in English only)

2. Error reporting procedure

(a) Requests by web form

Incidents can be reported to Loyalty Corp support using the support email [REDACTED]. All incidents are automatically associated with a case number and are visible to Loyalty Corp support staff. The Participating Club or Member automatically receives the case number of the reported incident via email notification.

(b) Request by phone or web chat

Phone service or web chat is available during support operating hours. Incidents reported by phone or web chat will be registered by Loyalty Corp support. The Participating Club or Member automatically receives the case number of the reported incident via email notification.

(c) Requests by e-mail

An email service [REDACTED] is available for submission of requests. E-mail reply is provided during Loyalty Corp support operating hours. Incidents reported by e-mail will be registered by Loyalty Corp support. The Participating Club or Member automatically receives the case number of the reported incident via email notification.

3. Response and resolution times on Participating Club Management and Member incidents, within operating hours, and subject to incident matter.

Severity	Response time	Resolution time
Critical	2 hours	8 hours
High	8 hours	24 hours
Medium	1 business day	2 business days
Low	2 business days	3 business days

4. Response and resolution times on Hosting incidents, within operating hours, and subject to incident matter.

Severity	Response time	Resolution time
Critical	2 hours	8 hours
High	8 hours	24 hours
Medium	1 business day	2 business days
Low	2 business days	3 business days

Response and Resolution definitions

“Response time” is defined as the time it takes for Loyalty Corp to confirm that the Participating Club Management and or Member incident has been registered.

“Resolution time” is defined as the time it takes for Loyalty Corp to investigate and implement a resolution, or to investigate and confirm a reasonable time estimate for implementation of a resolution.

The definition of “response” is confirmation to the Participating Club that the incident was received and registered by Loyalty Corp help desk.

The definition of “resolution” is the sum of the involved phases it takes to resolve the reported incident by Loyalty Corp.

Response times and resolution times are effective within the standard support operating hours defined in section 1(b) of this Schedule 2.

5. Severity definitions

Severity	Description
Critical	<p>Highly critical impact on a product or live environment.</p> <ul style="list-style-type: none"> • Catastrophic production problem which may severely impact the Participating Club's production or live environment systems, causing loss of production data or service. No procedural work-around exists. • Continued lack of availability. • No work-around exists.
High	<ul style="list-style-type: none"> • High impact on a production or live environment. • Problem where the Participating Club's system is functioning but at severely reduced capacity. The situation is causing significant impact to parts of the Club's business operations and productivity. The system is exposed to potential data loss or interruption of service. • Irregular service interruptions. • No reliable work-around exists.
Medium	<ul style="list-style-type: none"> • Minor impact on a production or live environment. • A medium-to-low impact problem that involves partial non-critical functionality loss and may interrupt some operations but allows the Participating Club to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Club's operation. This includes documentation errors. • Minimal reduction or interruption of the business processes. • Work-around exists.
Low	<ul style="list-style-type: none"> • No direct impact on the production or live environment. • A general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product. • No reduction of the business processes. • Work-around may exist.

A “work-around solution” is a temporary remedy required to eliminate an error. Work-around solutions may cause minor restrictions in system performance or available system functionality.

A “permanent fix” is the actions required to prevent the reoccurrence of an error and any underlying causes of a problem. When a permanent fix is implemented, the system is restored to full functionality and performance.

6. Systems Management

(a) Availability of software and services hosted by Loyalty Corp

Loyalty Corp will ensure that online solutions and services hosted by Loyalty Corp are available for at least 99.9% in average per month measured over a period of three calendar months. Availability is measured for the system as whole, excluding unavailability caused by public Internet unavailability beyond the control of Loyalty Corp.

(b) Backup and Restore plan

All services covered by this Agreement are backed up every day. All backup data is placed at a secure external location within Australia to ensure data separation. Loyalty Corp will store backup data for no more and no less than 7 days. If it is deemed necessary to restore service data from a backup, the restore process can impact the service availability for up to 2 working days.

The objective of the backup and restore plan is to ensure that Loyalty Corp is able to respond to a disaster or other emergency that affects information systems and minimize the effect on the operation of the business.

(c) Service Windows**Maintenance window**

Standard server maintenance window is scheduled for the last Sunday in each month. Environment: 10.00pm – 04.00am AEST. To ensure stability and minimum impact on production environment the timing and planning of modifications in the production environments are coordinated internally in Loyalty Corp according to ITIL Change Management procedure.

Upgrade window

This window is planned according to the roadmap for the product or service in question and is communicated via official release notes or service notifications to each Participating Club.

To ensure minimum impact on other processing activities the timing and planning of modifications in the production environments are coordinated internally in Loyalty Corp according to ITIL Change Management procedure.

(d) Communication about emergency maintenance

In case of emergency maintenance due to fatal errors in the production system or fatal errors in the software, an emergency service window will be communicated to the relevant Participating Club.

(e) Communication about disturbance or downtime

In case of unscheduled downtime or instability of the services covered by the current Agreement, information will be communicated to the relevant Participating Club.

The communication will contain the following information:

- A timestamp of the downtime or instability.
- A description of the impact on the relevant Club's services or configuration.
- An estimated resolution time.

Schedule 3 - eGift Card Terms

(i) Definitions

- “ACL” means the Australian Consumer Law Schedule of the Competition and Consumer Act;
- “Business” means Retail Partners, retailers or businesses offering Services via the Program.
- “Consumer” is as defined by the ACL;
- “Gift Card” means the Gift Card provided by the Supplier via the website or by mail on request from You.
- “GST” means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;
- “Member” means You, the member, customer or consumer of the Organisation who has been provided with access to use the Program.
- “Organisation” means the party that is making available the Program to its Members.
- “Payment” means all moneys paid for the supply of the Program and Services in Australian Dollars.
- “Program” means the branded Loyalty, Rewards, Membership and Payment Software Platform delivering Services to You.
- “Retail Partner” means the Business or retailer offering Services to You.
- “Services” means the products, discounts and other benefits provided by the Supplier and any participating Business within the Program.
- “Site” means the Program website made available to You in accordance with these Site Terms.
- “Site Terms” means these Program Terms and Conditions.
- “Supplier” means we, the provider of Services within the Program to You.
- “You” means the Member.

(ii) Site Terms

- The Site is owned and operated by the Supplier.
- Through this Site;
 - You can register as a Member;
 - You can subscribe for access to the Program; and
 - You can access the Services, subject to being an eligible Member.
- These Site Terms apply to the use of the Program and the Site, including the use of the Services offered on this Site.
- Any party that is registered to use the Program, and uses the Program whether as a Member or an Organisation, hereby agrees to be bound by these Site Terms.
- If You do not accept these Site Terms, please discontinue using this Site immediately. If You use the Site, You will be deemed to have accepted these Site Terms in their entirety.

- These Site Terms must be read in conjunction with any other applicable policies, terms and conditions governing the use of this Site as advised from time to time.
- The Supplier reserves the right to amend these Site Terms at any time.
- Members' access and use of this Program is permitted by the Organisation.
- Supplier may, at its discretion, suspend access to the Program due to any breach of the Site Terms.
- Supplier may, change or add to this Program, any information or offers including products and services contained herein at any time.
- Supplier will use all commercially reasonable efforts to ensure that information on this Program is accurate and up to date.
- In the event that the Organisation's supply of the Program is terminated, the Supplier may continue to provide access to Services to the Member with the exception of any benefits that would have applied exclusively to the Organisation's branded Program.

(iii) Disclaimers and Liabilities

- Except for consequential, economic or indirect loss, You are ultimately liable for any loss, damage, claim, fees, chargeback, demand and expense suffered or incurred by the Supplier as a result of a breach of the Program Terms and Conditions, and for any misuse, misconduct and fraudulent activity by You.
- You may not use this Program to collect or harvest personal information including Internet addresses about Businesses participating in the Program.
- You may not purchase Services through this Program with the intention of on selling them or for generating profit for yourself, or for any other third party.
- Supplier will be under no liability whatsoever to You in respect of any loss or damage which may be suffered or incurred due to your misuse, misconduct or fraudulent activity.
- To the extent permitted by law, no warranty condition, description or representation by Supplier is given or implied or has been given or implied, and any statutory or other warranty condition, description or representation is hereby excluded.

(iv) Warranties

- While Supplier must use commercially reasonable efforts to include accurate and up-to-date information on the Program, Supplier makes no warranties or representations as to its accuracy.
- Supplier may periodically add, change, remove or improve any of the information, products, Services, Programs and technology described in the Program at the Supplier's discretion.

(v) Third Parties

- While Supplier must take reasonable efforts to ensure any Business providing Services in the Program does so with due care and diligence, Supplier will not be liable for any mistake, failure or negligent action on the part of any such Business.
- Businesses providing Services in the Program reserve the right to change, modify or cancel any offers at their discretion.
- Under no circumstances will Supplier be liable for any incidental, special or consequential damages, loss of business, or loss of profits arising in relation to use of the Program, website materials or linked materials.
- In maintaining and operating this Program, Supplier relies upon information provided by third parties.

(vi) Termination and Suspension

- An agreement commences on the date that Site access is granted to You and shall continue until terminated in accordance with its terms.
- Supplier may at its discretion, suspend or terminate access to the Program in the case of a breach of any Site Terms, without notice.
- To cancel Your subscription at any time, please email us at contact details below.

(vii) Electronic Listings and Advertisements

- Each Business providing Services in the Program that lists the Services offered on this Site shall own the copyright of the listing or the advertisement.
- The linked websites on this Program are provided for convenience only and may not remain current or be maintained. Links to third party websites should not be construed as any endorsement, approval, recommendation, or preference by Supplier, of those third party sites, and of any information, products or services referred to on those sites.

(viii) Trade Marks

Other products and company names mentioned in this Program may be the trade marks of other third parties, people or entities. Nothing in these Site Terms transfers any right title or interest in any trade marks to You.

(ix) Personal Information

- When transacting with You, Supplier may ask You for Your name, email, mobile number, membership information, and any other relevant information required to accurately identify You.

- Supplier will handle all personal information provided by You in accordance with Supplier's Privacy Policy a copy of which is available upon request or by visiting the Privacy link on each website.
- All parties are bound to comply with all relevant company and consumer privacy laws and regulations, including the Australian Privacy Principles made under the Privacy Act 1988 (Commonwealth).

(x) Delivery and use of eGift Cards

You agree to be bound by these terms when purchasing, using, or attempting to use an eGift Card or by making a transaction enquiry or exercising any right to redeem value loaded on an eGift Card.

You warrant to us that you will comply with these terms and all applicable laws and that the eGift Card will not be used in any manner that is unlawful, misleading, deceptive, unfair or otherwise harmful to consumers. If you are giving an eGift Card to another person, you should ensure that he or she is aware of the terms that apply to the eGift Card and the relevant Expiry Date of the eGift Card.

eGift Cards will be delivered via email and be displayed within the eWallet.

Although we make best efforts for instant delivery, on occasions this may take up to 72 hours.

eGift Cards are to be treated like cash. While Supplier will take all reasonable measures to replace, refund or redeem altered, lost or stolen cards, it does not guarantee it will do so.

eGift Cards cannot be reloaded or recharged with additional value.

Your eGift Card is valid for use until the Expiry Date, from the date of its issue.

Any unspent value cannot be redeemed after that time.

You agree to pay the nominated eGift Card value(s) in respect of each eGift Card Order placed.

eGift Cards are only available for delivery and use within Australia.

All Orders are delivered via email to a nominated business or personal email address.

We do not accept responsibility for Orders which do not arrive within the period specified.

We will not be responsible for any lost or misdirected eGift Cards, including where an incorrect email address has been provided to us, but will take reasonable measures to rectify such issues if possible.

Anyone with access to the nominated email delivery address who receives the eGift Card(s) shall be presumed to be authorised to receive the eGift Card(s) on your behalf.

We do not accept liability for any unauthorised acceptance and any consequential unauthorised redemption of an eGift Card.

eGift Cards cannot be exchanged for another denomination or tender (i.e. cash).

eGift Cards cannot be refunded or returned, unless required by law.

Delivery fees, if any, are non-refundable unless required by law.

Once submitted via the Program website, orders cannot be cancelled unless required by law.

Redeemable for merchandise or services at participating stores only. Not redeemable for cash and cannot be used for payment of credit or retailer accounts. Must be redeemed before expiry date shown on card. Will be void and may not be redeemed after expiry date. Cannot be reloaded. Cash will not be given for any unused

balance. Unused balance on expiry of this card will not be refunded or credited. Purchases exceeding available eGift Card balance require difference paid by other method.

Risk and title in the eGift Card(s) passes to you upon payment for the eGift Card(s).

We reserve the right to change any terms contained in these terms of use at any time.

(xi) Governance

While not the exclusive jurisdiction, the parties acknowledge that it is appropriate this Program be governed by and construed in accordance with the laws of the State of Victoria.

(xii) Payments, Refunds & Chargebacks

- You agree to pay for Services within the Program in Australian Dollars.
- Payment can be made by credit/debit card and Direct Deposit, or other payment options made available to You by Supplier. Once payment has been cleared, we will distribute the Services you have purchased. You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer and the Supplier. If the issuer of your credit card refuses to authorise payment for products within our Program, we will not be liable for any delay or non-delivery of Services.
- Expiration of any Services including but not limited to gift cards and vouchers may vary depending on the requirements of the participating Business and Service providers.
- All digital or physical vouchers sold via this Program are restricted by the terms and conditions of each individual Business, and should be found in the terms & conditions of the individual Business.
- Supplier will only process card transactions that have been authorized by the applicable card issuer, and does not guarantee or assume any liability for transactions authorized and completed which may later be reversed or charged back. You are responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. Supplier may add or remove one or more payment methods at any time.
- If a chargeback occurs, we will use commercially reasonable efforts to assist You to resolve the dispute, however once the chargeback is raised, You will be liable for the chargeback amount in addition to a chargeback fee of [REDACTED]

(xiii) Contact

For any notice to be given in writing, or to get in touch with us, please email [REDACTED]

Schedule 4 - Reporting Requirements

File Requirements for Auto Clubs' Partners Files (Australian Motoring Clubs, Rev 4.0)