

# MetCentre App Terms and Conditions

## 1. LOYALTY APPLICATION

1.1 These official terms and conditions (T&Cs) apply to the loyalty application conducted by MetCentre (Loyalty App Manager).

1.2 Information on how to enter or use the Loyalty App and Loyalty Programs forms part of these T&C's. The Loyalty App Manager may, at any time, amend, add to or delete any of these T&Cs.

1.3 Downloading the Loyalty App and joining the Loyalty Program is deemed acceptance of these T&Cs by Members and Participating Retailers including any changes made by the Loyalty App Manager.

1.4 As a customer of the loyalty app, you may be rewarded for your loyalty when you participate in:-

- (a) the Rewards Program;
- (b) Deals; and/or
- (c) Competitions;

(together called the Loyalty Programs).

## 2. SIGN UP/DOWNLOADING OF THE LOYALTY APP

2.1 The loyalty application is free for customers or participating retailers to download from either Apple's app store or Google play (Loyalty App).

2.2 The Loyalty Programs are free to access and are available on the Loyalty App.

2.3 Any person over the age of 17 years is eligible to download the Loyalty App and participate in the Loyalty Programs (and so be a Member).

2.4 Any retailer is free to download the Loyalty App and participate in the Loyalty Programs (and so be a Participating Retailer).

2.5 A Member will be required to provide personal information including their full name, suburb of residence, email address, telephone number, date of birth.

2.6 A Participating Retailer will be required to provide details about their business, trade name and contact details.

### **3. EARNING POINTS THROUGH THE REWARDS PROGRAM**

3.1 A Point is a form of currency used in the Loyalty Program to track a Member's progress. Points may only be earned by a Member by complying with the T&Cs. Points can not be purchased, transferred or exchanged for cash. Points are a unit of measurement only and are allocated at the sole discretion of the Loyalty App Manager.

3.2 Members can earn Points through the rewards program (Rewards Program) by:

- (a) making a specified purchase at a Participating Retailer (Buy/Scan) – the Points earned are limited to one Eligible Transaction per day;
- (b) completing a specified task – the points earned are limited to completion of that individual task on one occasion;
- (c) checking in with a beacon in the Centre – the points earned are limited to one check in at the Centre per day; and
- (d) earning Points for special events – the points earned are limited to the special event or occasion only,

all the above tasks are found in the "EARN" area of the Loyalty App. Points earned by a Member through the Rewards Program are held in the Member's account in the Loyalty App.

3.3 An Eligible Transaction is a purchase at a Participating Retailer of any goods or services, but these must not be:

- (a) Tobacco Products; or
- (b) Gaming Products; or
- (c) deposits into banks, building societies or other financial institutions or payments on account of insurances and the like; or
- (d) medical services including eye examinations, and prescriptions;
- (e) rental payments and real estate commissions; or
- (f) payments for registrations (e.g. motor vehicle registration), payments for utilities (e.g. electricity, gas, telephone), premiums (e.g. insurance and health fund premiums), rates and subscriptions (e.g. ambulance subscriptions) and lay-by payments.

3.4 A Gift Card is a card that is exchangeable for goods and services from a Participating Retailer.

3.5 A Tobacco Product includes:

- (a) tobacco (in any form); or
- (b) any product (for example a cigar or cigarette): (i) that contains tobacco as its main or a substantial ingredient; and (ii) that is designed or intended for human consumption or use; and (iii) that is not included in the Australian Register of Therapeutic Goods maintained under the Therapeutic Goods Act 1989 (Cth); or
- (c) a cigarette paper, cigarette roller or pipe.

3.6. A Gaming Product includes:

- (a) a lottery ticket under the *Lotteries Act 1997 (Qld)*;
- (b) a ticket in a game of lucky envelopes or a promotional game that is scratched to reveal numbers, letters or symbols that may entitle the player of that game to a prize; or
- (c) a voucher or under acknowledgement for playing: (i) a game under the Casino Control Act 1982 (Qld); (ii) a gaming machine under the Gaming Machine Act 1991 (Qld) or (iii) an approved keno game under the *Keno Act 1996 (Qld)*;
- (d) a ticket or other acknowledgement for a bet under the *Wagering Act 1998 (Qld)*.

3.7 There is no monetary minimum or maximum limit prescribed for an Eligible Transaction made through the Rewards Program.

3.8 A Member earns:

- (a) The Specified Points for each Eligible Transaction made at a Specialty Retailer; and
- (b) The Specified Points for each Eligible Transaction made at a Major Retailer.

3.9 The Member will be permitted to scan a unique quick response code in the form of a 2 dimensional barcode (QR Code) assigned to a Participating Retailer and, by doing so, earn Points at the time they Buy/Scan.

3.10 Other ways that Members may earn Points include carrying out any of the following the prompts on the Loyalty App (where available):

- (a) Specified Points for checking in – through the Loyalty App – Points earned are limited to one check in at the Centre per day;
- (b) Specified Points for birthdays – a Member earns Points when it is their birthday;
- (c) Specified Points for referrals – where a Member refers a friend to the Loyalty App and the friend downloads and signs up to the Loyalty App;

(d) Specified Points for social sharing – where a Member shares the Loyalty App through social media through the Loyalty App – Points earned are limited to one social media sharing transaction per day;

(e) Specified Points for providing feedback – where a Member provides feedback via the Loyalty App on their customer experience in the Centre – Points earned are limited to each occasion when feedback is requested via the Loyalty App.

3.11 Milestone Points – Members may be awarded the specified bonus Points on the Loyalty App.

3.12 A Specialty Retailer refers to Participating Retailers which do not include a Major Retailer.

3.13 A Major Retailer refers to those Participating Retailers who trade as Coles, Woolworths, Woolworths Petrol, Aldi, David Jones, Myer, Target, Best & Less, Big W, Kmart, Mr Toys Toyworld,, The Reject Shop – where applicable in the Centre.

#### **4. REDEMING POINTS FOR REWARDS**

4.1 Staff from a Specialty Retailer and/or a Major Retailer are prohibited from earning points from their own store where they are employed.

4.2 To redeem Points for rewards a Member must click on the “REDEEM” screen on the Loyalty App and follow the prompts (Redeem Points).

4.3 The rewards available to be redeemed by Members (Rewards) will require a certain number of Points to be redeemed depending on the recommended retail value of the Reward (Value).

4.4 The Loyalty App Manager may offer Rewards available to Members. Where these Rewards are available, the Loyalty App Manager reserves the right to determine the number of Points Required at any given time.

4.5 The Rewards, the Value and the Points Required will vary from time to time and will be at the sole discretion of the Loyalty App Manager, who may change, amend or delete the Rewards, the Value and/or the Points Required at any time.

4.6 The Value is used only as a unit of measurement and does not necessarily correlate to the worth (in money terms) of a Reward.

4.7 The Rewards available for Members to Redeem Points will vary from time to time, subject to stock availability. Rewards will be items or products nominated by the Loyalty App Manager at its sole discretion. The Points required for each Reward will be displayed for each Prize in the Loyalty App.

4.8 After a Member has chosen a Reward on the Loyalty App and provided they have the Points Required, they must attend at the Centre's management office or the Participating Retailer to redeem the Reward, which will be specified in the Loyalty App. The Member must scan the corresponding QR Code for the Reward chosen (which may be digital or printed).

4.9 By scanning the corresponding QR Code for a Reward the Points Required will automatically be deducted from the Member's account on the Loyalty App.

## **5. DEALS**

5.1 The Loyalty App Manager and/or Participating Retailers may from time to time offer deals to Members (Deals).

5.2 Deals are outside the core earning and redeeming function of the Rewards Program.

5.3 Deals can be accessed by Members through the Loyalty App home page and will be subject to change over time.

5.4 Deals will be limited to a certain number offered to Members to be redeemed or purchased within certain timeframes.

5.5 A Member may redeem a Deal by attending at the Participating Retailer offering the Deal, clicking the Deal they are claiming and scanning the Participating Retailer's QR Code for that Deal.

*Examples of Deals include: a discount on the Value of an item or a 2 for 1 voucher.*

## **6. COMPETITIONS**

6.1 The Loyalty App Manager may from time to time offer competitions to Members (Competitions).

6.2 Competitions are outside the core earning and redeeming function of the Rewards Program, and may or may not require Points to enter.

6.3 They can be accessed by Members through the Loyalty App home page and will be subject to change over time.

*Examples of Competitions include: scratch and win or an Easter egg hunt using QR codes.*

## **7. GENERAL TERMS AND CONDITIONS**

7.1 Apple Inc is not a participant or sponsor of this promotion, the Loyalty App or the Loyalty Program.

7.2 Google and Facebook are not participants or sponsors of this promotion, the Loyalty App or the Loyalty Program.

7.3 The Rewards offered for redemption by Members will not be Apple Inc products as Apple Inc provides no endorsement of this promotion in any way.

7.4 Members may opt out of the Loyalty Program, and/or the Loyalty App, and/or push notifications at any time by changing the settings on the Loyalty App or deleting the Loyalty App.

7.5 The Loyalty App Manager reserves the right, at any time and in its sole discretion, to verify the validity of Members (including a Member's identity, age and place of residence) and to disqualify any Members who fail to use the Loyalty App or participate in a Deal or Competition other than in accordance with these T&Cs, who tampers with the entry process, or engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Loyalty App.

7.6 The Loyalty App Manager's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Loyalty App Manager to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.7 The Rewards available at a Centre for Members to Redeem Points are at the sole discretion of the Loyalty App Manager and are not transferable, refundable, exchangeable or redeemable for cash or kind and must be taken as offered and are subject to availability.

7.8 If any Reward is unavailable for whatever reason, the Loyalty App Manager reserves the right to substitute the Reward for a reward of equal or greater value, subject to statutory requirements.

7.9 Persons under 15 years cannot participate in the Loyalty Programs.

7.10 The Loyalty App Manager reserves the right to cancel, terminate, modify or suspend the Loyalty Programs subject to the approval of the relevant regulatory authorities where required.

7.11 Any warranty on the goods and services obtained as a result of the Loyalty Programs remain the sole responsibility of the manufacturer/supplier of the Reward.

7.12 The Loyalty Programs are not valid in conjunction with any other offer.

7.13 In the event of war, terrorism, state of emergency or disaster, the Loyalty App Manager reserves the right (subject to all relevant State and Commonwealth laws), to cancel, terminate, modify or suspend the Loyalty App.

7.14 The Loyalty App Manager's decision in respect of all aspects of the Loyalty Programs is final and binding on all Members and Participating Retailers and no correspondence will be entered into.

7.15 The Loyalty App Manager and/or the Owner will not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered (including but not limited to that arising from any person's negligence) in connection with the Loyalty App and/or any aspect of the Loyalty Programs, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

7.16 All participating individuals and retailers are responsible for any taxation liability (including any GST) or other government charges or reporting requirements arising from their participation in the Loyalty Programs or receipt of a Reward (if any). If participation in the Loyalty Programs or receipt of a Reward involves a taxable supply being made, then the participating individual is responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. The Loyalty App Manager does not offer any advice or accept any responsibility with respect to these matters.

7.17 The collection, use and disclosure of personal information in connection with the Loyalty App is governed by these Ts&Cs and Loyalty App Manager's privacy notice, below: The Mirvac Group complies with the Australian Privacy Principles contained in the Privacy Act 1988 and the Privacy Amendment (Enhancing Privacy Protection) Act 2012 to protect the personal information Mirvac Group holds about individuals. Mirvac's policy is to only collect personal information which is reasonably necessary for its dealings with the relevant individual. Mirvac only uses personal information for the purpose specified or which is reasonably apparent at the time the information was collected, or for a related purpose for which the individual would reasonably expect it to be used. Mirvac takes reasonable steps to protect personal information that it holds from unauthorised access, modification, misuse, interference and loss. Mirvac may sometimes disclose personal information overseas to allow external parties to perform their services for Mirvac but Mirvac will only do so in accordance with the Australian Privacy Principles. The Mirvac Group Privacy Policy contains information about how you may request access to and correction of personal information Mirvac holds about you, or to make a complaint about an alleged breach of the Australian Privacy Principles. View the full privacy policy here: <https://www.mirvac.com/privacy-policy/>

7.18 Members accept and agree that their personal information will be collected for the purpose of:

- (a) providing Members with the relevant product or service;
- (b) managing and administering the product or service; and
- (c) protecting against legislative breach where it is a financial management service.

The Loyalty App Manager may also acquire personal information to be provided in order to provide ongoing customer support or to improve the Loyalty App Manager's services and marketing and promotional services to the Owner and the Centre.

7.19 All applications and sign ups by Members and any copyright subsisting in the applications and sign ups into the Loyalty Programs become and remain the property of the Loyalty App Manager.

7.20 All participating individuals consent to their personal information being entered onto a database, which may be made available to the Loyalty App Manager for marketing purposes relating to the promotion of the Centre and retailers located in the Centre.

7.21 The Loyalty App Manager reserves the rights, trademarks and copyrights of the Loyalty Programs and all artwork, images and print copy associated with the Loyalty Programs.

7.22 Proof of Purchase may be required to Redeem Rewards in the Loyalty App.