



HEAD OFFICE: UPPER COOMERA, QUEENSLAND

## **COOLABAH TREE CAFÉ LOYALTY PROGRAM (‘Club Coolabah’) Terms and Conditions**

### **1. Definitions**

1.1 in these terms and conditions:

“Date of Issue” means the date that a Member earns a point;

“Club Coolabah” means the Coolabah Tree Cafe Loyalty program whereby a participant is able to earn points and redeem the points for Coolabah menu items;

“Member” means a participant in the program;

“Member’s Account” means the account set up by Coolabah Tree Cafe for the member to record personal information required for the purpose of conducting the program, including but not limited to, the number of points earned;

“Membership/Key Card” means a card issued to a participant upon registration in the program;

“Personal Information” means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;

“Points” mean the points allocated to a Member within the program in accordance with these terms and conditions;

“Program” means the Club Coolabah program;

“Program Registration Form” means the online registration form required to be completed by a person seeking to become a Member;

“Reasonable Notice” means 2 weeks prior notice that Coolabah Tree Café will provide to Members that the program will be cancelled in whole or in part;

“Menu Items” mean goods, services or other benefits provided to a Member based on the redemption of accumulated points;

“Coolabah Tree Cafe” means Coolabah Group Holdings Pty Ltd ABN 138 485 560 of PO Box 226, ARUNDEL Qld 4214;

1.2 As a condition of participation, the Member accepts these terms and conditions and any rules, policies or procedures that may be adopted by Coolabah Tree Cafe from time to time, and any changes to these terms and

conditions. These terms and conditions are current as at 30<sup>th</sup> March, 2012 but they are subject to change. Coolabah Tree Cafe may alter these terms and conditions at any time by posting a new version at [www.clubcoolabah.com.au](http://www.clubcoolabah.com.au).

1.3 Any additional information on the program, earning points and/or Redeeming points form part of these terms and conditions. To the extent of any inconsistency between these terms and conditions and any additional information on the program, earning points and/or

redeeming points, these terms and conditions prevail.

1.4 Subject to clause 1.5, any natural person who is a resident of Australia may submit a completed program registration form and may participate in the program (eligible person).

1.5 Coolabah Tree Cafe, in its absolute discretion, reserves the right to refuse to allow any eligible person from participating in the program. Employees (and their immediate families) of Coolabah Tree Cafe and Coolabah Tree Café agencies, and any related corporations, partnerships, trusts and any other commercial entity are ineligible to apply to participate in the program.

1.6 Each eligible person is permitted to register only one time by way of completion of a program registration form. Additional registrations by an eligible person who is already a member (additional registrations) (or registrations which Coolabah Tree Cafe reasonably believes to be additional registrations) will be deemed invalid and Coolabah Tree Cafe will not establish a Member account for that person.

1.7 The personal information provided by an eligible person on the program registration form must be current and accurate. Incorrect, incomplete, and unintelligible program registration forms will be deemed invalid and Coolabah Tree Cafe will not establish a Member account for that eligible person.

1.8 Coolabah Tree Café's decision on all matters pertaining to the program, including but not limited to any dispute as to redemptions, the identity of a member, eligibility to become a member or points accumulated by a member is final and binding. No correspondence will be entered into in this regard.

## **2. Points and Points Redemption**

2.1 Coolabah Tree Cafe will award a member points as follows:-

- a) 2 points for every AUD\$1 spent on 'Hot beverages' at a Coolabah Tree Cafe, or
- b) 1 point for every AUD\$1 spent on all other Coolabah Tree Café goods, subject to the Member presenting their membership card at the time of making the transaction.

2.2 The maximum number of points a Member may earn from any single transaction is capped at 300 points.

2.3 If a Member's membership card is not presented prior to the relevant transaction, points will not be issued, unless the Member sends a copy of the receipt via post or email to: Marketing Department, Coolabah Tree Café, PO Box 226, ARUNDEL Qld 4214 or [clubcoolabah@ctcafe.com.au](mailto:clubcoolabah@ctcafe.com.au), within one month of the purchase date. a Member cannot have points added to their membership account for transactions that occurred prior to their registration in the program.

2.4 Subject to Coolabah Tree Cafe's systems capability, points will be credited in most instances to a member's account within 24 hours of making the relevant transaction. Coolabah Tree Cafe accepts no responsibility for any delay in crediting points to a member's account.

2.5 Points are valid for a 18 month period from the date of issue and will automatically expire 18 months from the date of issue at the end of the

corresponding month in which they were issued. No notice will be provided to the Member.

2.6 Points can only be earned through purchases made at Coolabah Tree Café Australia.

2.7 Only one membership card can accrue points per transaction. Points earned during a transaction cannot be split between Member's accounts.

2.8 Members will not accrue points in respect of a transaction where points have been used to redeem a menu item, or where a gift voucher has been used to pay for the transaction.

2.9 Members may accrue points in respect of a transaction using another promotional offer, but points cannot be redeemed at the same time or in conjunction with any other promotional offer.

2.10 The maximum number of points a Member can redeem per day is capped at 600 points. A Member's membership card must be presented at the time a redemption for points is made.

2.11 Points, including any unused portion are not transferable, and cannot be exchanged for cash.

2.12 A Member can cancel their membership in the program via their Member's account by notifying Coolabah Tree Cafe in writing via email to [clubcoolabah@ctcafe.com.au](mailto:clubcoolabah@ctcafe.com.au). Upon cancellation of a Member's membership, that person forfeits all points and any rights to any redemption for menu items.

2.13 Member's must keep their membership card secure and not provide it to any other person to use. Coolabah Tree Cafe accepts no responsibility for any lost, stolen or damaged cards, or for any other person using (with or without a member's consent) a Member's membership card.

2.14 A Member may access their Member's account online at [www.clubcoolabah.com.au](http://www.clubcoolabah.com.au) for the purposes of changing their personal information, checking the transactions and the number of points they have accrued.

### **3. Promoter's Rights and Exclusion of Liability**

3.1 Coolabah Tree Café, may, in its absolute discretion, at any time:

(a) change, amend or vary these terms and conditions;

(b) change, amend, vary, withdraw or cancel any redemption or the value of any redemption;

(c) change, amend, vary, withdraw or cancel at any time, points or the value of points;

(d) exclude a Member from, or cancel a Member's membership in, the program without prior notice to a Member.

3.2 The most current version of the terms and conditions will always be at [www.clubcoolabah.com.au](http://www.clubcoolabah.com.au). If Coolabah Tree Cafe

takes any action pursuant to Clause 3.1 above and decides, in its sole discretion, that the change is material, Coolabah Tree Cafe will notify affected Members by means of an email to the email address associated with a Member's account. By continuing to access or use the program after a change to these terms and conditions become effective, Member's agree to be bound by the revised terms and conditions.

3.3 Coolabah Tree Cafe may, in its absolute discretion, at any time cancel the

program in whole (or in part) upon reasonable notice to Members.

3.4 Without in any way limiting the rights of Coolabah Tree Cafe as set out in Clause 3.1, 3.2 and 3.3, if a Member is, at any time, in breach of these terms and conditions with Coolabah Tree Cafe, Coolabah Tree Cafe may cancel the Member's membership in the program. If a Member's membership is cancelled by Coolabah Tree Cafe, any points accrued by that person will be cancelled and that person will not be entitled to any redemption for points earned prior to the cancellation of their membership.

3.5 Except for any liability that cannot be excluded by law, Coolabah Tree Cafe (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the program, including, but not limited to:

- (a) any technical difficulties or equipment malfunction (whether or not under Coolabah Tree Cafe's control);
- (b) any theft, unauthorised access or third party interference;
- (c) any program registration form, or correspondence that is late, lost, altered, damaged or misdirected (whether or not after receipt by Coolabah Tree Cafe) due to any reason beyond the reasonable control of Coolabah Tree Cafe;
- (d) any tax liability incurred by a Member; or
- (e) withdrawals, cancellations, variations or change as set out in Clause 3.1, 3.2 or 3.3 or arising from the program.

#### **4. Privacy**

4.1 Coolabah Tree Cafe collects members' personal information in order to conduct the program. If the personal information requested is not provided by the person seeking to become a Member, that person may not participate in the program.

4.2 In addition to the purpose stated in clause 4.1, by becoming a Member in the program, unless otherwise advised, each Member also agrees that Coolabah Tree Café may use their personal information, or disclose it to other organisations (including without limitation those other companies in the Coolabah Tree Cafe group of companies) who may use it for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the member.

Coolabah Tree Cafe may also use or disclose information gained about members during the program, including but not limited to information regarding a Member's purchase of products and services, for research and development, promotional, marketing and publicity purposes.

4.3 A request by a Member to access, update or correct any information held about him or her should be made by the Member and directed to Coolabah Tree Cafe via email to [clubcoolabah@ctcafe.com.au](mailto:clubcoolabah@ctcafe.com.au) or via mail to PO Box 226, ARUNDEL Qld 4214.