

Rewards – Terms and Conditions

About the Program

As a valued member, you can enjoy the benefits of Rewards to help you save on the things you might buy every day and access special offers and discounts Australia-wide. It's our way of saying thank you for being a Member with us, and we are honoured you've put your trust in us to look after you.

Lifestyle Rewards operates and maintains the Website and administers the Program for nib. Unless provided otherwise, Lifestyle Rewards manages and fulfils any orders, tickets, gift cards, Voucher enquiries and/or product sales within or through the Website.

Definitions used in these Terms and Conditions

'Benefits' means the discounts, special offers and other benefits available through the Website for the use of Members when making Purchases.

'Credits' means the personal, non-transferable credits awarded to Members by Lifestyle Rewards or nib under these Terms and Conditions, which Members can use to make a Purchase from Participating Businesses via the Website.

'Free Gift' means a personal, non-transferable free gift offered to Members by Lifestyle Rewards or nib under the Program, pursuant to these Terms and Conditions. Free Gifts may be in the form of: a Voucher (which can be used for making Purchases through the Program); or a gift of Goods and Services which can be redeemed by a Member when a particular Purchase is made via the Program.

'Gift Terms' means any additional terms and conditions of acceptance and use in relation to Free Gifts as notified to Members.

'Goods and Services' means goods or services offered by a Participating Business through the Program but does not include Vouchers.

'Lifestyle Rewards' is owned and operated by Edge Loyalty Systems Pty Ltd (ABN 96 138 299 288).

'Member' means an eligible person with a current membership number who participates in the Program, resides in Australia, and is a customer, member or employee of nib.

'nib' means nib health funds limited (ABN 83 000 124 381). In these Terms and Conditions, all references to *nib* shall be read as including its related bodies corporate as the context requires.

'Participating Business' means a retailer or supplier who participates in the Program and from whom Members may purchase Goods and Services or Vouchers (as applicable) via the Website subject to any conditions determined by those retailers.

'Program' means Rewards, which is nib's customer benefits loyalty program under which Members may take advantage of Benefits and purchase Goods and Services or Vouchers from Participating Businesses via the Website.

'Purchase' means a purchase of Goods and Services or Vouchers.

'Voucher' means any voucher, gift card or eGift card offered by a Participating Business through the Program.

'we', 'us' or 'our' means nib and/or Lifestyle Rewards (as the context requires).

'Website' means the website rewards.nib.com.au which is operated and maintained on behalf of nib by Lifestyle Rewards for the Program and includes any subpages, related transactional domains and pages.

'you' and 'your' means you in your capacity as a Member of the Program.

Terms and Conditions

Your use of the Website, Program or any Purchase issued under the Program constitutes your agreement to these terms and conditions and the privacy policies listed below (**'Terms and Conditions'**) which shall govern your participation in the Program and the provision of the Benefits. If you do not accept these Terms and Conditions, you agree not to use the Website, Program or Vouchers.

We reserve the right to amend these Terms and Conditions at our sole discretion. We will notify you where this is the case. Your use of the Website and Program after any amendment to the Terms and Conditions constitutes your agreement to comply with and be bound by the amended Terms and Conditions.

In addition to these Terms and Conditions, other terms and conditions may apply to specific orders, deals, promotions, products or services available on or through the Website. Please read and accept those additional terms and conditions before obtaining any relevant Benefits or making any Purchases.

Your Privacy and Personal Information

This section outlines how we collect and handle your information in compliance with the *Privacy Act 1988* (Cth) ('**Privacy Act**').

nib is committed to ensuring the confidentiality and security of your information and we will ensure that your personal information is managed in accordance with our **Privacy Policy** and **Lifestyle Rewards' Privacy Policy**.

To the extent of any inconsistency, nib's Privacy Policy will prevail over Lifestyle Rewards' Privacy Policy.

You consent and agree to provide your personal information to Lifestyle Rewards and authorise us to store and use that information for the purposes stated in these Terms and Conditions and otherwise in connection with the Program.

When transacting with you, Lifestyle Rewards may ask you for your name, email and your nib membership number. This is so Lifestyle Rewards can recognise you as Member, and confirm your participation in the Program.

Lifestyle Rewards will only collect personal information from you directly and will only use your personal information to conduct and manage the Program.

Lifestyle Rewards may disclose your personal information to its related companies to assist in conducting the Program, communicating with you, storing data or to hold and use for fraud prevention purposes.

Lifestyle Rewards may also share your personal information with nib so that nib can measure your engagement with the Website and the Program, and serve relevant information to you regarding the Program.

Information about Members, including information about the receipt of Benefits by Members, will be held in our internal databases which will contain information about you and your use of the Program.

Lifestyle Rewards is bound and complies with all relevant company and consumer privacy laws and regulations, including the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth). Lifestyle Rewards will not pass any of your personal information to any third party except as set out in these Terms and Conditions unless Lifestyle Rewards obtains your express consent, or to the extent that we are required by law.

Payment

You agree to pay for Purchases within the Program in Australian Dollars using Credits, Free Gifts or a valid debit/credit card. Your Purchase will not be issued or otherwise made available to you until payment has been cleared. All transactions are subject to validation checks and authorisation. If the issuer of your debit/credit card refuses to authorise payment for Purchases, we will not be liable for any delay or non-delivery of Purchases.

Lifestyle Rewards is charged fees when Members make payments by debit/credit card. The surcharge will be passed on to you, between 1% and 3% of the total price that you pay, depending on your method of payment. The amount you will pay will be reflected in your online quotation prior to your debit/credit card payment being made. The surcharge is equal to the fees that Lifestyle Rewards must pay when they accept your debit/credit card.

Lifestyle Rewards does not store debit/credit card information and all transactions are securely processed through either **Securepay** or **Braintree Payments** in an encrypted manner.

Purchase Limit

Voucher purchases made through the Website are limited to \$2,000 per transaction per Member and \$2,500 in any 7-day period per Member. Certain Vouchers purchased from the Website are subject to purchase limits. These limits can be found in the terms and conditions of the individual offer from the Participating Business on the Website.

Lifestyle Rewards may change, add or remove limits from time to time, and purchases exceeding these limits will not be processed.

Delivery and risk

Electronic Vouchers may take up to 48 hours to be delivered to your inbox. Please allow for this delivery time when selecting your Purchase. We accept no responsibility for late delivery of electronic Vouchers.

Where a redemption link enclosed in an electronic Voucher email has been clicked on, that electronic Voucher is deemed to have been accepted and redeemed (regardless of time taken to arrive) and cannot be refunded.

We are not responsible for the delivery of Goods and Services, which will be issued to you directly by the relevant Participating Business. For information relating to the delivery of Goods and Services, please check the terms and conditions of the relevant Participating Business.

Credits and Free Gifts

Free Gifts may be subject to Gift Terms. By accepting or making a Purchase using a Free Gift, a Member accepts any additional Gift Terms.

Credits and Free Gifts may only be used for transactions made on the Website and, cannot be: converted or exchanged for money; or returned for a refund; and are not: legal tender; an account card; a credit; or security.

Where a Member makes a Purchase using Credits or Free Gifts, Members must pay all additional amounts quoted at the time of making the Purchase from any Participating Business.

Any credit or refund made to a Member under these Terms and Conditions will be given in the form of: (i) Credits to the extent that the Member redeemed Credits to make the Purchase; and (ii) in all other circumstances, money refunded to the Member's debit/credit card used to make the transaction, less any applicable fee.

A Credit or Free Gift is valid for the period set by Lifestyle Rewards or nib (as applicable). The validity of any Credit can be checked in your "My Account" section of the Website for the Program. Validity information for any Free Gift will be outlined on the relevant Free Gift offer page on the Website for the Program. The validity period of any Credit or Free Gift cannot be re-credited, reactivated or extended once expired.

Credits and Free Gifts must not be sold, assigned, transferred or acquired other than in accordance with these Terms and Conditions. We may cancel, confiscate or refuse to honour any Credits and Free Gifts dealt with contrary to these Terms and Conditions.

For clarity, all Purchases made using Free Gifts or Credits are subject to the purchase limits set out in these Terms and Conditions or (with respect to Free Gifts) as otherwise set out under the Gift Terms.

If you Purchase a Voucher using a Free Gift or Credits, that Voucher will have its own validity period. The validity period of any Voucher cannot be changed or extended.

If you cease to be a Member of the Program, all accumulated Credits and available Free Gifts in your account will immediately expire. Accordingly, we recommend that Members carefully plan all cancellations to avoid unintentional loss of accumulated Credits and Free Gifts.

Legal Notice, Disclaimer and Warnings

While Lifestyle Rewards will use best endeavours to ensure that any general information on the Website is accurate and up to date, we will not be liable to you or to any third party if errors occur in the general information on the Website or if any general information is not current.

We will not be liable for any damage to or any viruses which may affect your computer on account of your access to this Website. We are not liable to you or any third party if interference with or damage to your computer systems occurs in connection with the use of the Website or linked websites.

Your responsibilities

You are eligible to participate in the Program if you are a resident in Australia. People who reside in all other countries and territories are ineligible from using the Program.

Your use of the Website and the Program is at your own risk. These Terms and Conditions are governed by the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

You agree that you will only use the Website and the Program for lawful purposes. You must not use this Website to collect or harvest personal information about Participating Businesses or Members.

You must not make Purchases from the Program with the intention of resale or redistribution.

You must notify Lifestyle Rewards or nib immediately of any unauthorised transaction in relation to your membership.

You must notify Lifestyle Rewards of any dispute relating to Purchases from Participating Businesses as soon as possible after you become aware of the dispute. Lifestyle Rewards will endeavour in good faith to resolve the dispute. However, when you make a Purchase from a Participating Business, that transaction is between you and the Participating Business, not Lifestyle Rewards. Lifestyle Rewards is not liable if the Participating Business does not offer a resolution.

Warranties and limitation of liability

To the extent permitted by law, we will not be liable for any Benefit not being available for any reason whatsoever. In addition, and without limiting the foregoing, to the extent permitted by law we are not liable for: any delay by or failure of a Participating Business to notify us of the details of a Benefit; a failure by you to take advantage of a Benefit because you have not complied with the Participating Business's conditions (including limited time offers) for receiving the Benefit; any failure by you to notify a Participating Business that you are a Member and entitled to a Benefit; any failure or delay of the Website to provide information or perform transactions requested; or unavailability of the Website and events beyond our control such as internet connection availability.

To the extent permitted by law, Lifestyle Rewards, nib (or any other party involved in the Program, including any Participating Business) will not be liable for any direct, indirect, incidental, consequential loss or punitive damages however caused whether in contract, tort including negligence, statute or otherwise arising out of your access to, or use of, the Program, this Website or its content, or any linked materials.

We exclude all warranties (whether express, implied or statutory) relating in any way to the Website and the Program to the fullest extent we are legally able to. Our liability for breach of any warranty implied by statute which cannot be excluded is limited to the supply of services or goods again or, at our option, the payment of the costs of having the service or goods supplied again. You agree to indemnify us in respect of any liability incurred by us for any loss, cost, damage or expense, howsoever caused, suffered by us as a result of your breach of these Terms and Conditions.

Participating Businesses

Each Participating Business reserves the right to change, modify or cancel the respective Benefits offered without notice.

In maintaining and operating the Website, Lifestyle Rewards relies upon information provided by third parties including Participating Businesses. We will not be liable for any mistake, failure or negligent action on the part of any Participating Business.

Members agree to enter into any arrangement with a Participating Business to make a Purchase at their own risk and subject to the terms and conditions of that Participating Business.

Links to the websites of Participating Businesses should not be construed as any endorsement, approval, recommendation, or preference by Lifestyle Rewards of the owners or operators of those sites, or of any Benefits, information, products or services referred to on those sites.

Benefits cannot be exchanged, transferred, sold, bartered, redeemed for cash or otherwise dealt with other than in accordance with these Terms and Conditions.

Participating Businesses may cease to be participants of the Program from time to time. To the extent permitted by law, we are not liable if you fail to receive a Benefit because a Participating Business ceases to be a participant in the Program.

All cinema Vouchers sold by Lifestyle Rewards are restricted by the terms and conditions of each individual Voucher type which can be found in the terms and conditions of the individual offer from the Participating Business. All cinema Vouchers are non-refundable and change will not be given irrespective of cinema pricing. Vouchers are valid until the expiry date indicated and cannot be exchanged or replaced. Ticket prices are subject to cinema pricing and may change without notice.

Termination

Termination of your membership of the Program is at the discretion of nib who procured your access to the Program. Furthermore, we may freeze your account and/or terminate your membership if: (i) we reasonably believe that you have failed to comply with these Terms and Conditions; (ii) you abuse any privilege accorded to you as a Member under the Program; (iii) you reside outside of Australia; (iv) you supply any false or misleading information or make any false or misleading misrepresentations to us or to any Participating Business in connection with the Program, a Purchase, or a Benefit; (v) we reasonably believe that Purchases are being made for any commercial purposes (including resale); or (vi) we suspect, detect, or are informed by a government authority or a reputable third party, that you have engaged, have attempted to engage, or are attempting to engage in fraudulent activity in connection with your use of the Program.

Listings and Advertisements

Each Participating Business providing Benefits in the Program offered on the Website shall own or control the copyright and trademarks in the relevant listing or the advertisement. The linked websites on the Website are provided for your convenience only and may not remain current or be maintained.

Lifestyle Rewards may include hyperlinks on the Website to other websites or resources operated by parties other than Lifestyle Rewards, including advertisers, merchant partners and Participating Businesses. We have not reviewed all of the sites linked to this Website and are not responsible for the content or accuracy of any off-site pages, nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

Contact us

If you do not understand these Terms and Conditions, if you have any questions about the Website, the Program, the Benefits or any Purchases, or if you wish to enquire or complain about any privacy matter, please **contact nib** or call 1300 987 635 Monday – Friday 8:30am – 5:30pm and Saturday 9:00am – 5:00pm AEST/AEDT.

Dated 1 December 2020.