

Terms and Conditions of Using the Buying Club

1 Scope and application

1.1 This Agreement

- (a) These terms and conditions set out the terms on which Marketown Media Pty Ltd ABN 30 158 287 319 (**we, us or our**) allows you to access and use the Buying Club (**Agreement**).
- (b) Your access to the Buying Club is conditional upon your express agreement to, acceptance of and compliance with this Agreement, as well as agreement to and compliance with:
 - (i) any applicable third party terms and conditions between you and any relevant Participating Entities or Merchants; and
 - (ii) other terms, conditions, notices and disclaimers contained elsewhere on the Buying Club as notified by us to you from time to time.
- (c) You acknowledge and agree that we may amend or change the Buying Club or the terms of this Agreement at any time in accordance with clause 11.
- (d) This Agreement will allow you to use the Buying Club in relation to a single Participating Entity. If you want to be able to use the Buying Club in relation to multiple Participating Entities, you must enter into a separate Agreement with us and create a separate account on the Buying Club Platform for each Participating Entity.

1.2 Eligibility to use the Buying Club

You must not use the Buying Club unless you:

- (a) are a resident of Australia; and
- (b) are at least 18 years of age, or have a parent's or guardian's permission to join if you are between 14 and 17 years of age.

2 Buying Club and Buying Club Points

2.1 The Buying Club

- (a) Subject to your accepting and complying with the terms of this Agreement:
 - (i) we will provide the Buying Club Service to you during the Term; and
 - (ii) we grant you for the Term a non-exclusive, revocable, limited licence to access and use the Buying Club Platform for your own private personal use.
- (b) The Buying Club Service allows you to:
 - (i) convert loyalty points you have earned through or in connection with the applicable loyalty program of the Participating Entity (**Participating Entity Points**) into points that you can use and redeem in connection with the Buying Club;
 - (ii) earn and accumulate Buying Club Points via other means or activities, as set out in this Agreement or as otherwise notified to you by us in writing from time to time (additional terms and conditions may apply); and

- (iii) redeem and use your Buying Club Points to:
 - (A) acquire Benefits from Merchants; or
 - (B) donate to any charity or not-for-profit organisation that may be listed on the Buying Club Platform or notified by us to you from time to time.

- (c) The Merchants and Benefits that are available through or in connection with the Buying Club may vary from time to time.
- (d) Benefits may only be acquired through a Transaction with a Merchant:
 - (i) in a physical retail store provided that the Transaction is validated using the Buying Club App; or
 - (ii) using a Buying Club link (in the same web browsing session as when you make the Transaction) either on the Buying Club Platform or in an email we send to you.
- (e) When you use or redeem Buying Club Points for a Transaction, we reserve the right to request from you a copy of a proof of identification document, for account verification and security purposes, before approving the redemption of your Buying Club Points for the relevant Transaction. If you are unable or elect not to provide a copy of a proof of identification document, we reserve the right to refuse to process the applicable Transaction.
- (f) Any donation contemplated in clause 2.1(b)(iii)(B) will not be made in your name, and, because your Buying Club Points are not taxable, any donation you make to a charity or not-for-profit organisation through the Buying Club is not tax-deductible and we cannot issue you with a receipt for that donation.

2.2 Buying Club Points

- (a) You acknowledge and agree that:
 - (i) the conversion rate between Participating Entity Points and Buying Club Points is determined by the Participating Entity and may change from time to time. That conversion rate and all other terms and conditions in relation to Participating Entity Points are governed by the applicable terms between you and the Participating Entity;
 - (ii) each Buying Club Point issued to you is issued to you by the Participating Entity;
 - (iii) other than as expressly set out in this Agreement, we do not hold or have control over your Buying Club Points. Depending on the applicable terms between you and the Participating Entity and subject to the terms of this Agreement:
 - (A) title and risk to the Participating Entity Points and the Buying Club Points are and remain with you or the Participating Entity; and
 - (B) subject to the terms of this Agreement, either you or the Participating Entity holds and has control over your Buying Club Points; and
 - (iv) Buying Club Points:
 - (A) do not have any cash or monetary value and are not convertible to cash or any form of currency;

- (B) as between you and us, are solely a unit of measurement and do not constitute any form of contractual right, property or currency; and
 - (C) have earning and redemption methods and rates which may be limited, withdrawn, modified, cancelled, increased or otherwise amended by us or the Participating Entity from time to time.
- (b) When you convert Participating Entity Points into Buying Club Points or otherwise earn Buying Club Points by any other means, there may be a delay before you actually obtain and are able to use or redeem those Buying Club Points. We are not liable to you for any such delay.
- (c) Despite anything in this Agreement, on termination of this Agreement, all your Buying Club Points and any unfulfilled Transaction involving any Buying Club Point will be cancelled and forfeited

2.3 Buying Club Points obtained by fraud, deception or error

If we at any time have evidence or reason to believe that you have obtained, earned or received any Buying Club Points:

- (i) due to your fraudulent, deceptive or dishonest actions ; or
- (ii) due to a human or computer error, or due to the use of any form of computer virus or the accidental or deliberate exploitation of a computer-programming bug by any person,

we reserve the right to cancel those Buying Club Points and to adjust (including by forcing you to use or redeem different Buying Club Points) or cancel any Transaction involving those Buying Club Points.

2.4 Transferability of Buying Club Points

Buying Club Points cannot be transferred or donated under any circumstances, other than as expressly set out in this Agreement.

2.5 Expiry of Buying Club Points

The Participating Entity may set an Expiration Period for your Buying Club Points. Any Buying Club Point that is not used before the end of the Expiration Period for that Buying Club Point will automatically expire and be forfeited.

2.6 No guarantee of earning potential

You acknowledge and agree that we do not make or imply any guarantee or representation as to the amount of Buying Club Points you can earn through the use of the Buying Club.

3 Use, obligations and restrictions

3.1 Using the Buying Club – general obligations

- (a) You must:
- (i) act reasonably and with integrity and honesty (including in your dealings with the Participating Entity or any Merchant), follow our directions, cooperate with us and provide any assistance reasonably necessary;
 - (ii) provide us with information or data that we request from you in connection with the Buying Club from time to time, including Registered Email Address;

- (iii) ensure that all information you provide to us in connection with this Agreement or the Buying Club (including when you choose to respond to online market research surveys that we invite you to participate in by email), is complete, current, correct, valid and truthful;
- (iv) use the Buying Club in accordance with all applicable laws, including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles; and
- (v) not access or use the Buying Club other than in accordance with this Agreement.

- (b) The Registered Email Address you provide must be a valid and active email address in regular use by you and must not be the Registered Email Address of any other user of the Buying Club.
- (c) If you ever discontinue use of the Registered Email Address, you must advise us of a new, valid and active email address that you regularly use as soon as practicable to be your new Registered Email Address. You can advise us of a new email address through the Buying Club Platform. We may terminate this Agreement at any time (and we will use reasonable endeavours to notify you through the Buying Club Platform) after we become aware that your Registered Email Address is no longer valid or actively used by you.

3.2 Using the Buying Club – general restrictions

You must not:

- (a) resupply, resell, sublicense, make available or otherwise allow any other person to access or use the Buying Club;
- (b) modify, adapt, copy, reproduce, decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of the Buying Club, including any source code, object code, algorithms, methods or techniques used or embodied therein;
- (c) use the Buying Club:
 - (i) to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
 - (ii) to distribute unsolicited emails to third parties, including bulk unsolicited emails;
 - (iii) in any manner that is likely to result in our systems, or that of any other person, being affected by any virus, worm, Trojan or similar computer program;
 - (iv) to circumvent any security measures or to interfere with any third party's online resources or systems including by carrying out a denial of service attack;
 - (v) in a way that disrupts, misuses or excessively uses our hardware, bandwidth access, storage space or other resources, or that of our other customers;
 - (vi) in connection with any data mine, scrape, crawl, email harvest or any other process that sends automated queries;
 - (vii) to engage in fraudulent behaviour, such as using a script, robot, software program, or other system that operates the Buying Club on your behalf and outside of the intended use of the Buying Club, whether it be to earn Buying Club Points automatically, post or transmit bulk messages, or otherwise interfere with the normal operation and security of the Buying Club;

- (viii) for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting to any person any information, data, material or content that:
 - (A) infringes the Intellectual Property Rights of any third party;
 - (B) is unlawful, misleading, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (C) promotes unlawful violence;
 - (D) depicts sexually explicit images; or
 - (E) is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation or disability; or
- (ix) in any other manner that is otherwise unacceptable to us.

3.3 User Credentials

- (a) You will be entitled to have a single login and password (which may change from time to time) to access and use the Buying Club Platform (**User Credentials**).
- (b) You must:
 - (i) not allow your User Credentials to be used by any third party;
 - (ii) ensure that your User Credentials are kept secure and confidential, and take all steps necessary to ensure that your User Credentials are not disclosed, provided or made available to, or otherwise accessed by, any third party; and
 - (iii) notify us immediately after you become aware that your User Credentials have been disclosed, provided or made available to, or otherwise accessed by, any third party.

3.4 Compliance with obligations and restrictions

- (a) You acknowledge and agree that we do not have to but may monitor your use of the Buying Club, and we reserve the right to retain and disclose information as allowed by law and requested by any law enforcement authority in any jurisdiction.
- (b) If you breach any of the terms and conditions in this clause 3, we are entitled to terminate this agreement immediately by notice to you and you may be prosecuted for damages or expenses arising directly or indirectly out of your actions or omissions.

4 Merchants and refunds

4.1 Merchants

- (a) Merchants are third party suppliers and we have no control over the Benefits you may acquire from them from time to time.
- (b) You acknowledge and agree that:
 - (i) any offer or advertising in relation to any Benefits and those Benefits are supplied to you by the relevant Merchant, not by us;
 - (ii) the supply of any Benefit to you by any Merchant is governed by that Merchant's terms of sale or any other terms and conditions imposed by that Merchant; and

- (iii) we make no representation and do not provide any guarantee in relation to the quality or fitness for purpose of any Benefits you obtain from any Merchant.

4.2 Refunds

- (a) Where a Merchant allows you to return any Benefit or cancel any Transaction and you are entitled to a refund (in accordance with that Merchant's terms of sale or other terms and conditions imposed by that Merchant) for that Benefit, you may receive a number of Buying Club Points in connection with the Returned Benefit or cancelled Transaction, provided that the Participating Entity and Merchant perform the relevant obligations under their agreement with us, including paying us any applicable amount.
- (b) You acknowledge and agree that where a Merchant has agreed to refund you as contemplated in clause 4.2(a):
 - (i) you will be refunded Buying Club Points and not cash; and
 - (ii) the number of Buying Club Points you will be refunded depends on the terms of the agreement between you and the relevant Merchant.

5 Earnback Points

5.1 Earning Earnback Points

- (a) Every time you make a Transaction with a Merchant, you may receive a number of Buying Club Points for that Transaction (**Earnback Points**). You will not receive any Earnback Points for a Transaction until at least 30 days after you have made that Transaction.
- (b) To be eligible to receive Earnback Points for making a Transaction with a Merchant in accordance with clause 5.1(a), you must:
 - (i) initiate and make the Transaction;
 - (A) in a physical retail store and validate that Transaction using the Buying Club App; or
 - (B) using a Buying Club link (in the same web browsing session as when you make the Transaction) either on the Buying Club Platform or in an email we send to you; and
 - (ii) not use any other referral or tracking link for that Merchant between the time when you use our link and when you make the Transaction;
 - (iii) not use any coupon or voucher code that is not listed or advertised by us;
 - (iv) where applicable, complete any other required actions including answering any questions asked; and
 - (v) where applicable, comply with any other terms, conditions and requirements in relation to that Transaction.
- (c) You acknowledge and agree that:
 - (i) some Benefits may be excluded from the feature set out in clause 5.1(a), and not all Benefits will allow you to receive Earnback Points when you make the relevant Transaction; and
 - (ii) we cannot guarantee that you will receive Earnback Points for making a Transaction; and

- (iii) whether you receive Earnback Points for making a Transaction may depend on the Participating Entity and/or the relevant Merchant:
 - (A) agreeing that you will receive Earnback Points for that Transaction; and
 - (B) performing the relevant obligations under their agreement with us, including paying us any applicable amount in connection with the Transaction or the Earnback Points.
- (d) Where a Transaction is subsequently cancelled for any reason (including where you return any Benefit to the Merchant), you may not be able to receive Earnback Points for that Transaction.

5.2 Manual claims for Earnback Points

- (a) The process that allows you to receive Earnback Points (where you are entitled to receive Earnback Points in accordance with this Agreement) is designed to be automatic. However, if any error occurs (including, for online Transactions, where the cookie-based automatic claim system does not work at the time you make a Transaction) you must make a claim for the Earnback Points manually (**Manual Claim**).
- (b) For a Manual Claim to be valid, you must claim Earnback Points within 60 days of making the relevant Transaction.
- (c) The information you supply at the time of making a Manual Claim must be accurate and correct. If you do not supply accurate and correct information, we may reject the Manual Claim.
- (d) You acknowledge and agree that some Merchants will not accept any Manual Claims whatsoever and, in that case and if you have made a Manual Claim, you will not be able to receive Earnback Points for the relevant Transaction.

6 Privacy

- (a) In order for us to provide the Buying Club to you, we may collect information about you (including Personal Information) directly from you or from the Participating Entity or any Merchant (**Information**).
- (b) We take the security and privacy of your personal and profile information very seriously. We collect, store, use and disclose your Personal Information in accordance with this Agreement and our privacy policy (available at buyingclub.net.au/privacy-policy/, and as amended from time to time), which should be read in conjunction with this Agreement. For the avoidance of doubt, by accessing and using the Buying Club you are deemed to have read, understood and accepted the terms contained in our privacy policy.
- (c) You must keep your Information on the Buying Club Platform current and up-to-date. You can do this by logging in to the Buying Club Platform and updating the Information stored there.

7 Third party information and websites

- (a) The Buying Club Platform and our advertising correspondence may contain links to other websites operated by third parties (including Participating Entities and Merchants). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites. It is your choice whether to provide your Personal Information to that third party.

- (b) In some instances, the advertisement or website linked will contain representations or offers by the third party (including Participating Entities and Merchants), which you can accept by executing the relevant Transaction. You acknowledge and agree that we do not make such offers, and the third party is solely responsible to you for the delivery of any Benefits obtained from the third party.
- (c) If you have an enquiry or complaint about a particular Merchant, business, advertisement, link, email, or survey, you may contact us. We will do our best to answer your question or resolve the issue, however in some circumstances we may need to direct you to contact the Merchant, Participating Entity, business or advertiser directly.

8 Communications from Us

- (a) When you join the Buying Club, you consent to us sending you information on ways to earn Buying Club Points, specific offers to earn Buying Club Points and commercial advertising messages via email and mobile phone (if you have supplied us with your mobile number details). You can unsubscribe from any of these communications by clicking the 'unsubscribe' link in the relevant email or otherwise notifying us in writing.
- (b) We may from time to time reward you with Buying Club Points for viewing an entire advertising email and clicking on the designated link in that advertising email. To be eligible to earn Buying Club Points for an advertising email you must click on the designated link within 10 days of the advertising email being sent by us.
- (c) We make no guarantee or representation as to the minimum number of advertising emails you will receive from us.

9 Intellectual property rights statement

9.1 Our Intellectual Property Rights

- (a) We (or our licensors, as applicable) own all Intellectual Property Rights in the Buying Club and any material, data or content that we provide to you or that you access or use through or in connection with the Buying Club (other than Your IP) (**Background IP**). All modifications and enhancements to the Background IP are also to be treated as Background IP. If you modify or enhance the Background IP in any way, you assign to the owner of such Background IP all Intellectual Property Rights in those modifications or enhancements immediately from creation.
- (b) Subject to your accepting and complying with the terms of this Agreement, we grant you for the Term a limited, personal, revocable and non-exclusive licence to use our Background IP solely as required to allow you to use the Buying Club.

9.2 Your Intellectual Property Rights

- (a) You retain the Intellectual property Rights in any information, material or data that you provide to us in connection with this Agreement or the Buying Club (**Your IP**).
- (b) You grant us a non-exclusive, sub-licensable licence to store, reproduce, use, modify, disclose and otherwise exploit Your IP for the purpose of providing you and allowing you to access and use the Buying Club.

10 Disclaimer of Warranty

To the extent permitted by applicable law and subject to clause 12(b), we make no warranty or representation as to:

- (a) the results that may be obtained through the use of the Buying Club as these will be contingent on the nature of the relevant Merchant offerings which we have no control over;
- (b) the accuracy, reliability or otherwise of any information which has been supplied to us by third parties and that you obtain through or in connection with the Buying Club;
- (c) the financial rewards or other rewards which you may obtain through or in connection with the Buying Club. These rewards may change from time to time depending on your Buying Club Points earning activities with a Participating Entity and the offerings from the Merchants;
- (d) the Buying Club (including the Buying Club Platform) being uninterrupted, fit for any particular purpose, timely or free from errors, defects or faults;
- (e) the Buying Club Platform being compatible with your mobile device or your operating system; or
- (f) the Benefits you may obtain through or in connection with the Buying Club, except where expressly indicated.

11 Changes to this Agreement or the Buying Club

11.1 Changes to this Agreement

- (a) Subject to clause 11.1(b), we may amend or vary the terms of this Agreement (including in relation to Buying Club Points, rules and conditions) at any time by giving you written notice, which may be by notice on our website, by electronic mail, through the Buying Club Platform or by other electronic means.
- (b) If any proposed amendment or variation to the terms of this Agreement under clause 11.1(a) is likely to have a detrimental impact on you or your rights ("**Variation**"), then:
 - (i) we will notify you directly in writing before implementing such Variation;
 - (ii) if you do not agree with the Variation, you may terminate this Agreement by written notice to us within 30 days of the notice contemplated in clause 11.1(b)(i), in which case all your Buying Club Points will be forfeited. If, within 30 days of the notice contemplated in clause 11.1(b)(i), you do not notify us that you do not agree with the Variation and wish to terminate this Agreement, then you will be deemed to have accepted the proposed Variation to this Agreement; and
 - (iii) we will use best endeavours to ensure that you are presented with an updated version of this Agreement the next time you use the Buying Club Platform. You will have to accept the updated version of this agreement to continue using the Buying Club. If you do not accept the updated version of this agreement, this Agreement will automatically be terminated.

11.2 Changes to the Buying Club

- (a) Subject to clause 11.2(b):
 - (i) we may change or refine any feature or functionality of the Buying Club, provided that the Buying Club retains at least its basic functions and features; and

- (ii) the inclusions, features and functionality of the Buying Club are otherwise determined by us from time to time.

- (b) If we make any change to the Buying Club that is likely to:
 - (i) have a material detrimental impact on you; or
 - (ii) detract from a core inclusion, feature or functionality of the Buying Club; orthen:
 - (iii) we will notify you of that change through our website, by electronic mail, through the Buying Club Platform or by other electronic means; and
 - (iv) you may terminate this Agreement by written notice to us within 30 days of the notice contemplated in clause 11.2(b)(iii), in which case all your Buying Club Points will be forfeited. If, within 30 days of the notice contemplated in clause 11.2(b)(iii), you fail to notify us that you do not agree with the changes and wish to terminate this Agreement, then you will be deemed to have accepted the proposed change to the Buying Club.

12 Limitation of Liability

- (a) To the extent permitted by applicable law and subject to clause 12(b):
 - (i) our liability to you for any loss or damage, however caused or suffered by you in connection with this Agreement or your use of the Buying Club is limited to \$500; and
 - (ii) we are not liable to you for or in relation to any Consequential Loss; and
 - (iii) we are not liable to you in relation to any loss or damage incurred or suffered by you in connection with:
 - (A) the loss or expiry of any Buying Club Points;
 - (B) the quality or fitness for purpose of any Benefits obtained by you through or in connection with the Buying Club;
 - (C) any Benefit you acquire from any Merchant; or
 - (D) any act or omission of any Merchant or Participating Entity.
- (b) If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee in respect of goods or services supplied, and our liability for breach of that guarantee may not be excluded but may be limited, clause 12(a) does not apply and instead our liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.

13 Indemnification

- (a) You agree to indemnify us for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or in connection with:
 - (i) your breach of clause 1.2, 3, 14.6(iv) or 14.6(v);
 - (ii) your wilful misconduct, or fraudulent or illegal acts or omissions; or

- (iii) any claim by a third party in connection with any information, data or material you provide to us in connection with this Agreement or the Buying Club.
- (b) For the avoidance of doubt, the indemnity in clause 13(a) will be reduced proportionally to the extent that the loss or damage arises from any act, omission or negligence of the Buying Club.

14 Termination

14.1 Term

This Agreement commences on the date you accept the terms of this Agreement and continues until it is terminated in accordance with this Agreement.

14.2 Termination for convenience

Either party may terminate this Agreement at any time by 30 days' notice to the other party.

14.3 Cancellation by us

- (a) If:
 - (i) we believe that you have committed a breach of clause 1.2 or 3; or
 - (ii) we receive a request or notice from a third party, and we determine that such request has merit and is not vexatious, or from a regulatory body requiring us to cease providing the Buying Club to you,

then we may terminate or suspend (at our option) this Agreement by written notice to you, in which case this Agreement will terminate (or be suspended) on and from the date specified in that written notice or, if no date is specified, immediately.

- (b) If you commit a breach of this Agreement (other than a breach of clause 1.2 or 3) and you do not remedy that breach within 20 days of receiving written notice of that breach from us, then we may terminate this Agreement by written notice to you, in which case this Agreement will terminate on the date specified in that written notice or, if no date is specified, immediately.

14.4 Non-use

If you have not had any activity in relation to the Buying Club or made any Transaction over a period of 12 consecutive months, we will notify you that you have 60 days to resume using the Buying Club, and if you do not we may terminate this Agreement immediately on expiry of that period, in which case all your Buying Club Points will be forfeited.

14.5 Refusal of application

Despite anything else in this Agreement, we may terminate this Agreement immediately without notice to you and without having to provide you the Buying Club Services or grant you access and use of the Buying Club Platform if:

- (i) you had previously entered into an agreement with us in relation to the Buying Club; and
- (ii) we terminated or cancelled that agreement for any reason.

14.6 Consequence of termination

On and following termination of this Agreement:

- (i) accrued rights or remedies of a party are not affected;

- (ii) all your remaining Buying Club Points are forfeited;
- (iii) any licence granted to you under this Agreement ceases immediately;
- (iv) you must stop using the Buying Club immediately;
- (v) you must not represent to any third party (including any Merchant or the Participating Entity) or lead any third party (including any Merchant or the Participating Entity) to believe that you are still entitled to use the Buying Club.

14.7 Survival

Termination of this Agreement will not affect clauses 10, 11, 13, 14.6, and this clause 14.7, and any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination or expiry.

15 Force Majeure

We will not be:

- (i) in breach of this Agreement as a result of; or
- (ii) liable for,

any failure or delay in the performance of our obligations under this Agreement to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event or by any of your acts or omissions.

16 General

16.1 Severability

If any part of this Agreement is or becomes illegal, invalid or unenforceable, it shall not affect the validity or enforceability of any other part or provision of these Terms.

16.2 Governing Law

- (a) If a dispute arises regarding these terms of use, the laws of Queensland, Australia will apply. In relation to any such dispute, you agree to submit to the non-exclusive jurisdiction of the courts of the Queensland courts.
- (b) If you access this website in a jurisdiction other than Queensland, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

16.3 No waiver

A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

16.4 Subcontracting

You acknowledge and agree that we may subcontract the performance of all or any part of our obligations under this Agreement.

17 Definitions

Benefits means the goods and services you may acquire from a Merchant through or using the Buying Club (whether with Buying Club Points or cash, or a combination of those), or any other form of reward or benefit which you may obtain through or using the Buying Club that we notify you in writing from time to time.

Buying Club means the Buying Club Platform and the Buying Club Services.

Buying Club App means the mobile device app provided by us and designed to be used in conjunction with the Buying Club.

Buying Club Platform means the online platform which we allow you to access and use in connection with and for the Buying Club Services.

Buying Club Points means points that you can use and redeem in connection with the Buying Club (in accordance with this agreement) and that you have obtained as contemplated in clause 2.1(b)(i), 2.1(b)(ii) or 5.

Buying Club Services means the Buying Club service described in clause 2.1(b).

Consequential Loss means any indirect, special or consequential loss (being a loss that does not arise naturally, that is, according to the ordinary course of things, whether or not the parties were aware of the possibility of such loss), or any loss of revenues, loss of reputation, loss of profits, loss of bargain, loss of actual or anticipated savings, loss or corruption of data or lost opportunities.

Force Majeure Event means any occurrence, event or omission outside a party's control and, and includes any of the following: a physical natural disaster including fire, flood, lightning or earthquake; war or other state of armed hostilities (whether war is declared or not), insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law; epidemic or quarantine restriction; ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel; confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency; law taking effect after the date of this Agreement; disruption or unavailability of the internet; strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors; and failure of any of our third party service provider to provide services, including hosting services.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, trade or business or company name, or right of registration of such rights.

Merchant means any third party with whom we have an agreement to allow you to purchase goods and services through or in connection with the Buying Club.

Participating Entity means:

- (i) the relevant entity that has entered into an agreement with us so that the members of their loyalty programs may access and use the Buying Club (provided that such members enter an agreement in a form substantially similar to this Agreement with us); and
- (ii) in relation to which you:
 - (A) will be able to use the Buying Club; and
 - (B) are entering into this Agreement with us.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Registered Email Address means your email address you provide to us on registration and updated from time to time in accordance with clause 3.1.

Transaction means any transaction under which you acquire Benefits from a Merchant using the Buying Club (regardless of whether you are using Points, a debit card or cash (or any combination of those) to pay the applicable charges).