

Introduction

These Terms and Conditions form the basis of The Osborne Park Hotel Customer Loyalty Program.

1.0 Membership

- 1.1. Only individuals may be members of The Osborne Park Hotel Customer Loyalty Program. Membership is free. A person can only apply to become a member of the program directly with The Osborne Park Hotel. All members are required to be however 18+.
- 1.2. Members will be bound by these Terms and Conditions which may be varied from time to time due to the needs and requirements of the business. The Osborne Park Hotel will endeavour to communicate to its members these changes however wish to make it clear that any alterations/changes/decisions in relation to this program are final.
- 1.3. A member must notify The Osborne Park Hotel of any change of address or change of key contact details such as mobile and email or of a lost or stolen membership card.
The Osborne Park Hotel is not liable for any delay in replacing a membership card or for any unauthorised use of a membership card. It is also the customer who will incur the nominal replacement card fee prior to its re-issue.
- 1.4. Points will not be credited until an individual becomes a member. Members can confirm the number of points held by them via computer log on via the website or in person .
 - 1.4.1. Disputes about any details regarding member's points must be notified to The Osborne Park Hotel in writing to the attention of Customer Loyalty Card Complaints c/o 216 Main St Osborne Park 6017 or to our justrewards@osborneparkhotel.com.au email address.
A reply in the form of a written statement by The Osborne Park Hotel deciding any such dispute, is final and binding.

The Osborne Park Hotel may terminate a membership without notice for any reason including, without limitation, if the member:

- 1.4.1.1. Fails to comply with these membership Terms and Conditions**
- 1.4.1.2. Abuses any privilege accorded to the member**
- 1.4.1.3. Supplies any misleading information or makes any misrepresentations to The Osborne Park Hotel**

1.4.1.4. If the member does not use his or her membership card for a period of 12 months or dies or becomes bankrupt.

1.4.2.A member may terminate his or her membership in The Osborne Park Hotel Customer Loyalty program at any time by giving written notice to The Osborne Park Hotel.

The member's points will be cancelled 12 months after receiving the notice and the member's details will be deleted from the database.

1.5. Membership cards are not credit or charge cards, are not transferable, and remain the property of The Osborne Park Hotel and must be returned to The Osborne Park Hotel if a member ceases to be a member.

1.6. Any tax, liability, or duty arising from a member's participation in The Osborne Park Hotel Customer Loyalty Card is the responsibility of the member.

2.0 Earning points

2.1. Points will be credited to a member's account for purchases from The Osborne Park Hotel. Promotional and incentive programs may be offered from time to time.

2.2. The Osborne Park Hotel will determine which goods or services are qualifying goods and services and the number of points that will be credited to a member's account for such purchases.

2.3. A member must present his or her tangible membership card to the retail operator of The Osborne Park Hotel before the purchase is concluded. Failure to present the actual membership card will result in no points being credited to the member's account for the purchase and this can not be rectified or added at a later date.

2.4. Points cannot be redeemed as cash.

3.0 Claiming an award

3.1. Points may only be redeemed by a member for an award from the award schedule as stipulated at that point in time by The Osborne Park Hotel.

3.2. Awards cannot be exchanged, transferred, sold, or bartered and points will not be refunded.

4.0 Other deductions of points

4.1. The Osborne Park Hotel reserves the right to deduct from the points balance in a member's account any points credited in error and any points relating to a purchase which is cancelled or

reversed or where a refund is given AND when having to replace a card that has been lost.

- 4.2. Any points not redeemed within 12 months after the end of the month in which the points were credited to that account will, at the discretion of The Osborne Park Hotel, expire and will be deducted from the points balance in a member's account.

5.0 General Summary- Please take note that ;

- 5.1. The Osborne Park Hotel may make any changes at any time without prior notice to members to these Terms and Conditions and the award schedule. The Osborne Park Hotel will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 5.2. The Osborne Park Hotel may without prior notice to members, change those goods and services which qualify for points and the number of points that attach to those goods and services.
- 5.3. The Osborne Park Hotel reserves the right to suspend or terminate the Customer Loyalty Program at any time without prior notice. The Osborne Park Hotel will not be liable for the suspension or termination of the Customer Loyalty Program member on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
- 5.4. The Osborne Park Hotel assumes no liability to a member whether for negligence, breach of contract or otherwise except :
 - 5.4.1. any claim relating to points, to crediting that number of points to the member's account.
 - 5.4.2. any claim relating to an award, to crediting the number of points shown in the award schedule as necessary to claim that award to the member's account.
- 5.5. A notice shall be deemed to be given by The Osborne Park Hotel to a member if it is sent via text SMS , via post or e-mail address of the member appearing in The Osborne Park Hotel customer loyalty database.
- 5.6. These terms and conditions will be construed according to and be governed by the laws of Western Australia, Australia. The parties submit to the exclusive jurisdiction of the courts in and of Western Australia in relation to any dispute arising under these terms and conditions.

6.0 Privacy Statement

- 6.1. The Osborne Park Hotel may collect information about members including information contained in the application form and

information as to transactions resulting in points credits and debits which will be held in The Osborne Park Hotel Customer Loyalty Database.

The database contains the following;

- 6.1.1. Transaction details associated with the collection of loyalty points
- 6.1.2. Points collected and awards provided.
- 6.1.3. Mobile and E-mail address as well as other information provided by the actual member as a willing participant

A member of the loyalty program may access their information held by The Osborne Park Hotel by contacting The Osborne Park Hotel or via website log on. If the information is inaccurate or incomplete, the member may advise The Osborne Park Hotel to update the information.

- 6.2. Information from the The Osborne Park Hotel database will be made available to agents involved in administering the Customer Loyalty program including agents producing cards and points summaries and data processing. Information from the database will also be made available to and used by The Osborne Park Hotel for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
- 6.3. Each member consents and agrees to:
 - 6.3.1. The Osborne Park Hotel and its agents including Zen Global accessing the information contained in the database;
 - 6.3.2. The disclosure of any information contained in the database to The Osborne Park Hotel, Zen Global and its agents for the purposes set out above; and
 - 6.3.3. The disclosure of any information contained in the database by The Osborne Park Hotel, Zen Global or its agents for the purposes referred to above.

**ANY QUERIES REGARDING THESE TERMS AND CONDITIONS
SHOULD BE FORWARDED VIA EMAIL TO
justrewards@osborneparkhotel.com.au**