



Welcome to the Terms & Conditions for the Thom, Dick & Harry's Loyalty Program.

1 INTRODUCTION

- 1.1 This document describes the Terms and Conditions that form the basis of the Loyalty Program. These Terms and Conditions are effective from the date of signing up to the Loyalty Program. The Loyalty Program is only valid within eligible Thom, Dick & Harry's stores within Australia.
- 1.2 You must read this document carefully before using the Loyalty Program. By using the Card you are agreeing to the Terms and Conditions. If you do not understand these Terms and Conditions or if you have any questions please contact: info@thomdickharrys.com.au.
- 1.3 Thom, Dick & Harry's reserves the right to vary, amend or make any changes to these Terms and Conditions from time to time without prior notice in its absolute discretion. Any changes to these terms and conditions will be communicated on our website and become effective at the time of posting on our website. Registering for the Program and/or using the Card to earn any rewards will constitute your acceptance of these Terms and Conditions. While Thom, Dick & Harry's will attempt to notify Members of any change, we shall not be liable in any way for failure to do so.
- 1.4 If you retain and use your Card after any changes are posted on our Website, your use of your Card will be subject to those changes.
- 1.5 Thom, Dick & Harry's will not accept any liability for any email communication to any Member that is misdirected, lost or not received.
- 1.6 Thom, Dick & Harry's will not accept any liability for any technical issues that may cause damage to any computer related to or used in connection with the Loyalty Program.
- 1.7 Thom, Dick & Harry's may collect personal information from Members for the purpose of facilitating the Loyalty Program. Please see Thom, Dick & Harry's's Privacy Policy which can be found on our website for more information.

2 GOVERNING LAW

- 2.1 The Terms and Conditions and membership to the Loyalty Program are governed by and will be construed in accordance with the laws of the State of New South Wales irrespective of where the application for membership has been completed by the Member or submitted to Thom, Dick & Harry's. Any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or membership in Loyalty Program must, unless otherwise agreed to by Thom, Dick & Harry's, be instituted and carried on only in the appropriate Court or tribunal of the State of New South Wales.

3 DEFINITIONS

- In these Terms and Conditions unless the context otherwise requires:
- 3.1 'Card' means the Thom, Dick & Harry's Loyalty Card.
 - 3.2 'Thom, Dick & Harry's' or 'We/Our/Us' means Thom, Dick & Harry's (excluding Thom, Dick & Harry's of West Wyalong).
 - 3.3 'Store Product' means any product available for purchase from the Thom, Dick & Harry's Store excluding café food, coffee and/or beverages.
 - 3.4 'Member/You' means any individual visiting this website, using a Card or that has provided information to Thom, Dick & Harry's.
 - 3.5 'Points' means the points you accrue by purchasing Store Products from Thom, Dick & Harry's.
 - 3.6 'Terms and Conditions' mean the Terms and Conditions set out in this agreement and as updated on the Thom, Dick & Harry's website from time to time.

4 MEMBERSHIP OBLIGATIONS

- 4.1 Receipt of the Card is deemed acceptance of these Terms and Conditions and our privacy policy as set forth within this website and amended from time to time.
- 4.2 Please remember that the Card is and will always remain the property of Thom, Dick & Harry's and must be returned on demand.
- 4.3 The Loyalty Program is open to any individual, of any age, but is limited to one Card per customer.
- 4.4 If you do not agree with these Terms and Conditions please return your Card to an Eligible Thom, Dick & Harry's Store.
- 4.5 Remember, it is a condition of use that all information must be provided accurately and truthfully. If any of the information is incorrect, the services provided to you by Thom, Dick & Harry's may be affected.

5 LOYALTY CARD LOSS, THEFT, DAMAGE OR ERRORS

- 5.1 We reserve the right to charge a replacement Card fee.
- 5.2 If you believe there has been unauthorised use of your card, please let us know as it is your responsibility to advise us. Thom, Dick & Harry's will not be liable for misuse of a lost or stolen Card or any unauthorised use of a Card.
- 5.3 We may determine, at our sole discretion not to allow a replacement Card where we reasonably believe that the Card has been lost or stolen due to your wilful breach of the Terms and Conditions of if there are reasonable grounds for suspecting that you have been engaged in fraudulent or other unlawful conduct, in which case your existing Points balance will be forfeited and we shall have no further liability to you.
- 5.4 If you think there may be a discrepancy, you must inform Thom, Dick & Harry's within one month of the transaction. We cannot make amendments after this timeframe. You will need to provide us with proof of the transaction, so remember to keep your receipts. Thom, Dick & Harry's will be the final arbiter in any dispute about your Points balance.

thom, dick & harry's

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6 EARNING POINTS WITH YOUR CARD

- 6.1 Points can be earned as soon as your Card is scanned in store.
- 6.2 Once your Card is issued, you must produce your Card prior to making each purchase so that a Thom, Dick & Harry's staff member can scan it and you can accrue Points.
- 6.3 You can keep track of your Points balance by asking a Thom, Dick & Harry's employee.
- 6.4 Your Points are not transferable to another individual's Card. They are for your use only.
- 6.5 Once you have received your card, points will be earned through Eligible Transactions by presenting your card at the time of purchase as follows:
 - 6.5.1 One (1) Point for every dollar you spend at the Thom, Dick & Harry's Store.
- 6.6 You may not be able to earn Points during special promotions or competitions or when we give you free or promotional products.
- 6.7 Your Points expire 365 days (1 year) from the date that they are earned.

7 REDEEMING POINTS

- 7.1 You will require enough Points to be eligible for redemption. Ask a Thom, Dick & Harry's staff member to scan your card before each purchase.
- 7.2 For every dollar spent in-store, you earn one (1) Point. Each point equals five cents when redeemed against a purchase. If you wish to redeem points, you may use them to make part payment for a purchase.
- 7.3 You may only redeem points against purchases made in the Thom, Dick & Harry's store.
- 7.4 Points can only be redeemed at the point of purchase in the Thom, Dick & Harry's Store and cannot be processed without a Card.
- 7.5 You need to inform a Thom, Dick & Harry's staff member that you wish to redeem your points before you order your product and you must provide proof of your identity if requested by a Thom, Dick & Harry's staff member at this time.
- 7.7 Thom, Dick & Harry's will not be held responsible or liable if points are not able to be redeemed for whatever reason but specifically, in the case of a technical failure of software or hardware.

8 VARIATION, TERMINATION AND BREACH

VARIATION

- 8.1 Thom, Dick & Harry's reserves the right at all times to make any changes to the Loyalty Program Terms and Conditions in its sole discretion.
- 8.2 You will be taken to have received notice of any changes to these Terms and Conditions if Thom, Dick & Harry's posts the amended Terms and Conditions on the Thom, Dick & Harry's website OR via email notification.
- 8.3 Thom, Dick & Harry's is not liable for any product not being available.

- 8.4 Thom, Dick & Harry's expressly reserves the right in its absolute discretion to withdraw, cancel, withhold, deny access to or use of or in any way change any of your Points balance or the available products. Thom, Dick & Harry's will not be liable for any loss or damage suffered by you resulting from such withdrawal, cancellation, denial, variation or change.
- 8.5 Thom, Dick & Harry's gives no warranty as to the continuing availability of the Loyalty Program.

TERMINATION

- 8.6 Thom, Dick & Harry's expressly reserves the right to terminate or alter (whether materially or otherwise) the Loyalty Program at any time.
- 8.7 Thom, Dick & Harry's reserves the right at any time in its absolute discretion and without notice to suspend or terminate your membership and/or your right to use your Card.
- 8.8 You can withdraw from the Loyalty Program at any stage. Please send Thom, Dick & Harry's your request via email (admin@thomdickharrys.com.au). For Thom, Dick & Harry's to cancel your account, return your Card to an Eligible Thom, Dick & Harry's Store. Once your Card has been received, all information contained in your membership account will be deleted from our database in accordance with our privacy policy.

BREACH

- 8.9 Any breach of these Terms and Conditions by you whether intentional or otherwise may result in suspension or termination of your membership and/or cancellation of Points at the sole discretion of Thom, Dick & Harry's. In the event of suspension or termination of your membership your Points balance will be returned to zero.
- 9.1 Thom, Dick & Harry's reserves the right to cancel or refuse to honour any attempt by you to redeem Points which were obtained in breach of the Terms and Conditions at any time, without liability.
- 9.2 Thom, Dick & Harry's reserves the right to reverse or cancel any Points credited to you incorrectly or not in accordance with or in breach of the Terms and Conditions at any time without liability.
- 9.3 Thom, Dick & Harry's reserves the right to suspend your membership, reverse or cancel any Points from your account in the event that monies are owed by you to Thom, Dick & Harry's or any of its subsidiaries and such monies remain unpaid after the due date.