

## Terms & Conditions

Here it is: the details on how Y Rewards works. Take a look below for the terms and conditions, extra info on your membership, earning points, claiming rewards and more.

### 1. Membership

1.1 Only individuals may be members of the Y Rewards program. These Terms and Conditions will apply to all Y Rewards transactions, whether before or after these Terms and Conditions become binding.

1.2 A member will be bound by these Terms and Conditions upon the member using a membership card or entering into any transaction that would give rise to Y Rewards points. Participating retailers' terms and conditions regarding Y Rewards may also apply, and these are available on the Y Rewards website or on request from the Y Rewards Service Centre.

1.3 A member must maintain an Australian postal address with Y Rewards and notify Y Rewards immediately of any change of email or postal address, or of a lost or stolen membership card. Y Rewards is not liable for any reasonable delay in replacing a membership card or for any unauthorised use of a membership card by a third party.

1.4 Periodically at its discretion, Y Rewards may forward a Points Summary Statement to a member's email or postal address setting out the opening points balance, points credited and debited during the period and the closing points balance. Should a member disagree with any details contained within the Statement, the member must notify Yaralla Sports Club Inc. within the period stated so that any error can be amended.

1.5 Termination or cessation of membership by Yaralla Sports Club shall deem the cardholder's points balance to be cancelled with no further liability recognised.

1.6 Membership cards are not credit or charge cards, are not transferable, and remain the property of Y Rewards.

1.7 Any tax, liability or duty incurred by a member arising from a member's participation in the Y Rewards program is the responsibility of the member.

### 2. Earning points

2.1 Unless stated otherwise, gold level members will earn Y Rewards points at a rate of 1 point per \$1.20 spent, emerald level members will earn points at a rate of 1.25 points per \$1.20 spent, ruby level members will earn points at a rate of 1.5 points per \$1.20 spent and diamond level members will earn points at a rate of 2 points per \$1.20 spent. From time to time, bonus points may be issued, either alone or in addition to standard points under specially advertised promotions or competitions. For more details about how points are earned at participating retailers, please visit the Y Rewards website or contact the Y Rewards Service Centre.

2.2 Points will be credited to a member's account for purchases made by the member of qualifying goods or services from a participating retailer. Points may also be credited to a member's account for promotional and incentive programs offered by participating retailers from time to time. Y Rewards and the participating retailers will determine which goods or services are qualifying goods or services and the number of points that will be credited to a member's account for such purchases.

2.3 In order to obtain points, a member must notify the participating retailer before the purchase is concluded that a purchase is a Y Rewards transaction by presenting his or her membership card at the point of sale or, if the purchase is by telephone or mail order, by quoting the membership number to which the card relates. Y Rewards is not liable for any failure of a member to notify a participating retailer that a purchase is a Y Rewards transaction.

2.4 Points will be credited to the member's account only after the participating retailer has notified Y Rewards of the details of the relevant transaction. Y Rewards is not liable for any delay by or failure of a participating retailer to notify Y Rewards of the details of a transaction.

2.5 Y Rewards will not credit points which are given by retailers after they have ceased to be participants in the Y Rewards program.

2.6 Points and the rights they confer cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions. Points have no cash or monetary value.

### 3. Claiming a reward

3.1 A member who has accumulated sufficient points in his or her membership account may request a reward from the current reward schedule by contacting Y Rewards in ways provided by Y Rewards from time to time. For security reasons, requests must be made by the member personally.

3.2 Rewards will only be made available in the name of the member.

3.3 The number of points set out in the reward schedule for the reward claimed will be deducted from the points balance of the member's account. Where rewards are taken using only points issued by a participating retailer, or a group of participating retailers, these points will be deducted from the outstanding points balance of the member.

3.4 Where necessary rewards will be posted or delivered, at Y Rewards option, to the member's current email or postal address in Y Rewards' records. To the extent permitted by law, Y Rewards is not liable for any loss, theft or damage to any reward in the course of post or delivery.

3.5 All rewards are subject to availability. Y Rewards is not liable for any reward not being available for any reason whatsoever.

3.6 All rewards are subject to such other terms, conditions and restrictions (with Y Rewards or the relevant reward provider) as are communicated or referred to by Y Rewards from time to time, including (without limitation) on the Y Rewards website or in the course of a member redeeming points for a reward. Where a reward provider's terms and conditions apply, it is the member's responsibility to satisfy or comply with those terms and conditions and Y Rewards' obligations are limited to procuring the supply of the agreement by the reward provider to provide the reward.

#### 4. Other deductions of points

4.1 In addition to deductions for rewards claimed, Y Rewards may at any time deduct from the points balance in a member's account any points credited in error and any points relating to a transaction which is cancelled or reversed or where a refund is given.

4.2 Any points which are not used by the member in claiming a reward within 36 months after the end of the month in which the points were credited to that account will expire and will be deducted from the points balance in a member's account.

#### 5. General

5.1 From time to time Y Rewards may, in its discretion, make any change it sees fit to these Terms and Conditions, the range of rewards and points required for rewards, the terms and conditions applicable to rewards and the range of participating retailers, even if the change has the effect of reducing or eliminating the number or value of, or the period for expiry of existing or future points in, the points balance in any member's account. Subject to the following, Y Rewards need not give members notice of any such change. If Y Rewards changes these Terms and Conditions, then Y Rewards will attempt to give members advance notice of the change by:

- including the change on the Y Rewards website; and
- referring to the change in the course of ordinary periodic communications (if any) sent to any members,

between the time Y Rewards resolves to make the change and the date when the change takes effect. The validity of the change will not be affected by any member not receiving notice through these measures.

5.2 Y Rewards and the participating retailers may make any changes at any time without prior notice and in their absolute discretion to the goods and services which are qualifying Y Rewards goods and services and the number of points which members will receive as a result of acquiring such goods and services.

5.3 Y Rewards will not be liable for the termination of the Y Rewards program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of termination.

5.4 All conditions and warranties, whether express or implied, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Y Rewards program (Warranties), other than those implied by statute, are excluded to the extent permitted by law. All Warranties implied by statute are excluded to the extent expressly permitted by statute. Any liability Y Rewards may have to a member under Warranties implied by statute which cannot be excluded is limited, where expressly permitted by statute, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing, the goods, at Y Rewards' option.

5.5 Subject to paragraph 5.4, any liability of Y Rewards to a member, whether for negligence, breach of contract or otherwise is, to the extent permitted by law and except for any liability under Warranties implied by statute, limited:

- in the case of any claim relating to points, to crediting that number of points to the member's account;
- in the case of any claim relating to a reward, to crediting the number of points redeemable for that reward to the member's account; or

Subject to clause 5.4, any liability of Y Rewards to a member under Warranties implied by statute, is limited to the above to the extent expressly permitted by statute.

5.6 Participating retailers do not have any authority, express or implied, to make any representation, warranty or statement on behalf of Y Rewards and Y Rewards accepts no liability in respect of such representations, warranties or statements.

5.7 A notice shall be deemed to be given by Y Rewards to a member if it is sent to the member's postal or electronic address appearing in the Y Rewards database.

5.8 Despite any other provision of these Terms and Conditions, if the Australian Consumer Law applies to a term in these Terms and Conditions in relation to a member, then to the extent that the term would be unfair under the Australian Consumer Law if applied or relied upon in a particular way, the relevant term excludes Y Rewards from applying or relying upon it in that way in relation to that member. Despite its terms, no provision of these Terms and Conditions limits or excludes any liability of Y Rewards in relation to any consumer guarantee under the Australian Consumer Law.

5.9 In these Terms and Conditions "Y Rewards" means Yaralla Sports Club Inc. (ABN 94339839775) or its authorised representatives, and "Y Rewards program" means those arrangements by which a member collects points by purchasing qualifying goods and services from participating retailers and thereby qualifies for rewards under these Terms and Conditions. References to "participating retailers" are to those retailers (and other persons) who supply qualifying goods and services in respect of which points will be credited under the Y Rewards program and their related bodies corporate.

#### [Choosing your reward](#)

Please choose your Y Rewards reward carefully. Once you have redeemed your reward it cannot be exchanged, cancelled or refunded simply because you change your mind or for any other reason.

Reward product features are listed for each reward on the Y Rewards website [www.yaralla.com.au/rewards](http://www.yaralla.com.au/rewards). Y Rewards recommends you access this website and check you are satisfied with the product BEFORE you redeem your reward. Y Rewards takes no responsibility for members misunderstanding product features.

#### How to redeem a reward

To redeem a reward, visit [www.yaralla.com.au/rewards](http://www.yaralla.com.au/rewards) or call the Y Rewards Service Centre on 49798270.

#### Reward Terms and Conditions

All reward redemptions are subject to Y Rewards' [standard terms and conditions](#) and two or more of the following sections, corresponding to the type of reward.

##### All Rewards

- Rewards will only be made available in the name of the primary cardholder, or a person in the immediate family of the primary cardholder.
- **At all times Y Rewards, or an agent, will post or deliver rewards (including reward letters) to the primary cardholder's current address (including electronic addresses where applicable) in Y Rewards records at the time of redeeming, unless Y Rewards specifies that it may be sent to another address nominated by the member. Rewards will only be sent to Australian addresses where sent by ordinary mail. It is the primary cardholder's responsibility to ensure Y Rewards has their correct phone number and address details (including electronic address, where provided) before redeeming a reward.**
- All rewards are subject to such other terms, conditions and restrictions (with Y Rewards or the relevant reward provider) as are communicated or referred to by Y Rewards from time to time, including (without limitation) on the Y Rewards website or in the course of a member redeeming points for a reward.
- To assist Y Rewards in responding to member queries, you must make any claim regarding non-delivery of any reward (or reward letter) within 4 weeks of the date of the relevant redemption request and any claim regarding damage during delivery within 7 days of delivery. Without limiting Y Rewards' general exclusion of liability in relation to post or delivery under the Y Rewards Terms and Conditions, or any applicable consumer guarantee under the Australian Consumer Law, any liability of Y Rewards in relation to a non-delivery or damage during delivery is excluded, to the extent permitted by law, if you do not make a claim within the required period.
- Delivery of rewards will generally occur within the periods published by Y Rewards from time to time, however they are indicative only and not binding. You must call Y Rewards immediately if you do not receive your reward or reward letter within the specified delivery time.
- Redeemed rewards cannot be returned/refunded or exchanged **simply because you change your mind or for any other reason.**
- All rewards are subject to availability.
- All rewards are subject to such other terms and conditions as mentioned in the current reward schedule or in any other terms and conditions relating to the reward. Manufacturers' terms and conditions apply.
- Y Rewards reserves the right to make any changes at any time without prior notice, and at Y Rewards' absolute discretion, to the range of available rewards, the number of points required for a reward and the terms and conditions applicable to rewards, irrespective of the effect on members' points.

##### Merchandise Rewards - Additional Terms and Conditions

- All merchandise rewards are subject to availability. In the event of unavailability or stock shortages, Y Rewards may substitute products of equal or greater value.
- Pictures are illustrative only, not actual size.
- Y Rewards aims to dispatch merchandise rewards within approximately 48 hours after your redemption request. It may take longer but if your reward is not received after 2 weeks please call the Y Rewards Service Centre.
- Subject to statute and applicable consumer guarantees under the Australian Consumer Law, redeemed merchandise rewards cannot be returned (and points refunded), or exchanged, unless faulty.

##### Non-Merchandise Rewards - Additional Terms and Conditions

- All non-merchandise rewards (including hotel stays, restaurants and gift cards) are subject to availability. Bookings for rewards on special event days such as Easter, Christmas Day or Valentine's Day, etc. are subject to availability, may not be accepted or may attract additional charges. This is at the discretion of the reward provider and will be advised when you make your booking with the reward provider. For rewards such as accommodation, restaurants etc, you may wish to call the reward provider and check availability of dates prior to redeeming your reward.
- In the case of non-merchandise rewards, what Y Rewards supplies as the reward is an agreement between you and the relevant supplier for the supply of the reward. Y Rewards' obligations are limited to procuring that agreement. In that case the supplier's terms and conditions also apply between you and the reward supplier. It is your responsibility to satisfy or comply with those terms and conditions and Y Rewards' obligations are limited to procuring the supply of the agreement by the reward provider to provide the reward.