

Terms and Conditions for Coffs Harbour Nursery Loyalty Card

YOU MUST READ THESE TERMS & CONDITIONS, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT THE COFFS HARBOUR NURSERY ACTIVE LOYALTY PROGRAM. BY SIGNING UP TO THE PROGRAM, YOU AGREE TO THESE TERMS ("TERMS"), AS AMENDED WHEN REQUIRED.

These are the terms and conditions of the Coffs Harbour Nursery Loyalty Card program (the "program"), a reward program of Coffs Harbour Nursery Pty Ltd, ABN 39633593745 ("Coffs Harbour Nursery"). The Program is designed for general consumers in Australia who are frequent customers of Coffs Harbour Nursery in-store.

Coffs Harbour Nursery may, at any time, without notice or providing any reason: Change these Conditions and or change, suspend or terminate the Program. In the event that the Program, or the provision of any benefit under the Program, is contrary to any legislative requirement, government direction or court order, Coffs Harbour Nursery will have no obligation to continue with the Program or to provide the benefit.

Coffs Harbour Nursery may use agents and contractors to carry out all or any part of the Program on its behalf.

Coffs Harbour Nursery has taken, and will continue to take, all reasonable care to ensure that information in connection with the Program is accurate but does not accept liability for errors or omissions.

The personal information provided by members is confidential. It will be kept private and will not be released by Coffs Harbour Nursery for any purposes other than the Program.

PARTICIPATION

Coffs Harbour Nursery reserves the right to cancel any member's membership of the Program if, in Coffs Harbour Nursery's judgement, the Member has in any way contravened these terms and conditions, the Member ceases to meet the membership requirements for the Program as outlined, or for any other reason at Coffs Harbour Nursery's discretion. When a membership is cancelled, all accumulated Reward Points are also cancelled.

Coffs Harbour Nursery Loyalty Program remains the property of Coffs Harbour Nursery and can only be used when making purchases from Coffs Harbour Nursery – 16 Wakelands Road Sapphire Beach NSW 2450.

Subject to the terms hereof, reward points will only be issued to members who have provided a valid email address or phone number. This requirement is subject to exceptions at Coffs Harbour Nursery's absolute discretion.

To qualify for Reward Points, the Coffs Harbour Nursery Loyalty Card, membership number or associated email address or mobile number must be provided at the register when purchases are made in-store. Transactions without the Coffs Harbour Nursery Loyalty Card, membership number or associated email address or mobile phone number cannot be recorded and therefore will not accumulate Reward Points. The Member accepts these terms and conditions and any rules or policies that may be adopted from time to time.

Coffs Harbour Nursery reserves the right to decline issue, withdraw the card or alter its condition at any time, or terminate the Coffs Harbour Nursery Loyalty Card facility at any time without notice.

It is the responsibility of the Member to notify Coffs Harbour Nursery of any change of address or personal details.

If your Coffs Harbour Nursery Loyalty Card is lost or stolen, a new card will not be issued. You may continue using your Coffs Harbour Nursery Loyalty Card account by providing your Membership Number, associated email address or mobile number at point of sale.

In the event of any query, a member's receipt will be required as evidence of purchase. Coffs Harbour Nursery's decision in the event of any dispute is final and binding.



A member's Coffs Harbour Nursery Loyalty Card and any unredeemed accrued benefits (including but not limited to Reward Points) are not transferable and must be used by the Member to whom the Reward Points are issued.

The Coffs Harbour Nursery Loyalty Card cannot be used in conjunction with any other offer or promotion unless stipulated by Coffs Harbour Nursery.

Coffs Harbour Nursery Loyalty Card points cannot be collected on purchases made using a Trade Account card, cash or 30-day account.

The Trade Account holder's discount is applied to trade-specific products where applicable.

Coffs Harbour Nursery Loyalty Card points are awarded for each \$1 spent in Coffs Harbour Nursery.

Coffs Harbour Nursery Loyalty Card and Trade Accounts cannot be used in conjunction with one another.

Commercial customers enjoy exclusive benefits with a Trade Account and this remains the best choice for trade customers.

The Coffs Harbour Nursery Loyalty Card is not a credit payment.

To the extent permitted by law, Coffs Harbour Nursery for itself and its servants and agents, excludes all liability with respect to death or injury or consequential loss or damage arising from the supply of a Loyalty Card or from the loss, theft, or destruction of a Loyalty Card.

REWARD POINTS

Membership Reward Points ("Points") are awarded to a Member upon purchasing a wide range of goods and services at Coffs Harbour Nursery.

Reward Points are awarded based on the value of the purchases made. Selected items are excluded from points and double points offer. Ask in-store for details.

Points cannot be redeemed on the purchase in which the points were earned.

Discounted items are not eligible to earn reward points.

Reward points cannot be redeemed to purchase any of the following:

- Goods or services sold by tenant businesses operated within Coffs Harbour Nursery Garden Centres, including café, florist, and Coffs Harbour Outdoor Power Equipment store
- Services provided by Coffs Harbour Nursery's Garden tenant businesses including café, florist, and Coffs Harbour Outdoor Power Equipment store
- Coffs Harbour Nursery gift cards
- Change cannot be given against reward points
- Reward points are not redeemable for cash or transferable.
- Reward points are not redeemable for all products in the nursery and can be used on select products only

Where single Reward Points are applicable, they will be awarded on the basis of 1 Reward Point per \$1.00 spent.

Reward Points will not be accrued for the portion of the sale paid for with the Reward rewards.

To use reward points, Members must have accrued the required number of Reward Points on their Coffs Harbour Nursery Loyalty Card.



To redeem your points please present your loyalty card or request that the register operator checks your membership for available rewards.

All Reward points awarded will expire 1 year (365 days) after the day on which the Reward Point was issued. Reward point may be redeemed from the day after they are issued.

TAXATION & GST

Coffs Harbour Nursery accepts no liability in respect of any taxation liability of Members arising from the redemption of Reward Points. Members are responsible for any personal tax treatment of rewards received.

COMMUNICATION

As a condition of joining the Coffs Harbour Nursery Loyalty Program, Members consent to receiving email and SMS marketing messages from Coffs Harbour Nursery. Members may unsubscribe at any time by using the methods outlined in any email or SMS received from us.