

## DIGITAL REWARDS TERMS AND CONDITIONS

### 1 GENERAL INFORMATION

- 1.1 These terms and conditions of use apply to the issue of Reward Codes by Digital Glue Australia Pty Ltd (ABN 36 127 466 899) ("**Digital Glue**") and the redemption of Digital Rewards on the Redemption Website owned and operated by Digital Glue ("**Redemption Website**"). Digital Glue is an affiliate of Blackhawk Network, Inc. Digital Glue provides these services on behalf of Shannons Pty Limited ABN 91 099 692 636 (Shannons) who is an authorised representative of AAI Limited ABN 48 005 297 807.
- 1.2 By using the Redemption Website, you agree to be bound by these Rewards Terms. It is your responsibility to read and understand them.

**Reward Code** means the single use, 8-character, unique alphanumeric code used to Redeem a selected Digital Reward on a Redemption Website.

**Redeem** means to enter the Reward Code on the Redemption Website to register for a particular Digital Reward.

**Digital Reward** means the voucher that is emailed to each recipient upon Redemption of a Reward Code.

### 2 ELIGIBILITY AND USE

- 2.1 To be eligible for Digital Rewards and to access the Redemption Website you must:
- i. be an individual; and
  - ii. have a valid email address.
- 2.2 If you are under the age of 18, you need the consent of your parent or guardian to access the Redemption Website. Digital Rewards are for personal use only.

### 3 REDEEMING DIGITAL REWARDS

- 3.1 A Reward Code may be used to Redeem a valid Digital Reward for similarly valued goods or services provided by a variety of participating retailers or suppliers in Australia ("**Reward Supplier**").
- 3.2 Each Reward Code must be Redeemed from a participating Reward Supplier.
- 3.3 Your Reward Code must be activated by the stated code expiry date which will be emailed to your registered email address together with your Reward Code. Reward Codes expire at 11:59pm AEST on the stated expiry date of the Reward Code.
- 3.4 You must activate your Reward Code within 90 days of it being emailed to your registered email address ("**Activation Period**"). If you do not activate the Digital Reward using the Digital Code within the Activation Period, you will forfeit the Reward Code and Digital Reward.
- 3.5 To the full extent permitted under Australian Consumer Law, Digital Rewards:
- (a) that are not activated or redeemed within the Activation Period cannot be re-activated, extended or refunded in any way; and
  - (b) cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card or voucher, or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.

#### **4 RETAIL OFFERS**

- 4.1 Each Digital Reward may be subject to the participating Reward Supplier's specific terms and conditions ("**Supplier Terms**"). Supplier Terms vary between different Reward Suppliers. It is your responsibility to understand the Supplier Terms before shopping. The Supplier Terms are available on each of the suppliers' websites. Information of where you can access Supplier Terms are included with your selected Digital Reward.
- 4.2 Digital Glue and Shannons are not liable for the availability, quality or fitness for purpose of any goods or services acquired from a Reward Supplier using a Digital Reward.

#### **5 YOUR OBLIGATIONS AND RESPONSIBILITIES**

- 5.1 You must keep your Digital Reward secure. You must take all reasonable steps to prevent unauthorised use or access to your Digital Reward.
- 5.2 If your Digital Reward is lost, or you suspect an unauthorised transaction, you must immediately report this by emailing [support@ctprewards.shannons.com.au](mailto:support@ctprewards.shannons.com.au)
- 5.3 Digital Glue and Shannons make no guarantees or warranties that they will be able to facilitate a successful outcome in the instance of loss or unauthorised use and do not accept any liability in connection with any loss resulting from a lost or the unauthorized use of a Digital Reward.

#### **6 SHANNONS RIGHTS**

- 6.1 We give no warranty as to the continuing availability of the Redemption Website. We reserve the right at any time to:
  - (a) change, update, withdraw, terminate or suspend the content, features or functionality of the Redemption Website, in part or in full.
- 6.2 We reserve the right at any time to:
  - (a) terminate or suspend your entitlement to Digital Rewards or Reward Codes in accordance with clause 6.3; and
  - (b) change, update, withdraw, terminate or suspend Digital Rewards in part or in full.
- 6.3 Grounds for termination or suspension of your entitlement to Digital Rewards or Reward Codes under condition 6.2(a) above include if you (or someone using your Digital Rewards account details):
  - (a) abuse, misuse or attempt to abuse or misuse your Digital Rewards, Reward Codes, the Rewards Platform, or anything else associated with Digital Rewards; do anything that is contrary to these Rewards Terms;
  - (b) fraudulently accumulate Digital Rewards or Reward Codes;
  - (c) supply any incorrect or misleading information to us;
  - (d) engage in unacceptable conduct in connection with your Digital Rewards or Rewards Codes, which will be deemed to include if we have a reasonable suspicion of conduct by you which amounts to dishonesty, fraud or wrongful conduct;
  - (e) act against our business interests or reputation or the business interests or reputation of our related bodies corporate and related entities, clients, partners, retailers and suppliers; or
  - (f) become bankrupt, unsound of mind, or die.
- 6.4 You agree that, except to the extent that these Rewards Terms expressly provide otherwise, Shannons do not need to notify you in advance, or give you any reasons, with regard to any action we take concerning your Redemption Website access or your entitlement to Digital

Rewards or Reward Codes.

## **7 PRIVACY AND SECURITY**

- 7.1 We will take all reasonable precautions and measures to maintain the security and privacy of your personal information and data. However, breaches of security are still possible. Therefore, we cannot guarantee that your information will be completely secure, and to the maximum extent permitted by law we cannot be held liable for any loss or damage arising out of a breach of security.
- 7.2 Information on how we generally collect, hold, disclose and otherwise use your personal information is set out in the [Shannons CTP Privacy Statement](#).
- 7.3 Particular to the Redemption Website, we may collect information, including:
- (a) information provided by you via the Redemption Website and in relation to your use of the Redemption Website;
  - (b) information provided by participating retailers and/or service providers relating to your transactions and other information about your use of the Redemption Website;
  - (c) information regarding your general engagement in the Redemption Website;
  - (d) information about your rewards.
- 7.4 Your personal information will be disclosed to and used by Digital Glue to facilitate the Digital Rewards program. This includes:
- (a) to operate, conduct and administer Digital Rewards;
  - (b) to facilitate your access to and participation in the Redemption Website and to provide you with the benefits of Digital Rewards (including redemption of Digital Reward);
  - (c) to confirm the eligibility of transactions for Digital Reward;
  - (d) to identify suspicious transactions and to detect and prevent fraud;
  - (e) to facilitate the provision of updates; and
  - (f) for any other reasonably expected related purpose.
- 7.5 Information on how Digital Glue, operator of the Rewards Platform, generally collect, hold and process personal information is outlined in the [Digital Glue Privacy Policy](#).
- 7.6 Your personal information will also be disclosed to and used by Digital Glue to facilitate redemption of Digital Rewards.

## **8 LIMITATION OF LIABILITY**

- 8.1 You acknowledge and agree that there may be:
- (a) delay in issuing you with your Digital Reward;
  - (b) acts, errors, or omissions by us in the course of providing a Digital Reward (including as referred to in these Rewards Terms); or
  - (c) a suspension and/or termination of the Reward Code, including the ability for you to redeem your Digital Reward, and to the maximum extent permitted by law (and provided that nothing in these Rewards Terms limits your rights under the Australian Consumer Law), we will not be liable to you in any way for any cause in connection with such matters.
- 8.2 You agree that any comments, suggestions or recommendations you may receive from us or others as part of Digital Rewards may not be suitable, accurate or complete and you must not rely on them in a way which may give rise to any loss or damage. If you intend to rely on anything in connection with the Redemption Website, your reliance should be based solely on your own judgement, including as to the extent to which you should obtain or use any Digital

Reward.

- 8.3 Provided that nothing in these Rewards Terms limits your rights under the Australian Consumer Law, any liability we may have to you in negligence, breach of contract or otherwise, and all conditions and warranties as to the condition, suitability, quality, fitness or safety of any services supplied by us pursuant to these Rewards Terms, whether express or implied by statute, are excluded to the maximum extent permitted by law.

## **9 INDEMNITY**

- 9.1 You indemnify us in respect of any liability incurred by us for any loss, cost, damage, or expense, howsoever caused, suffered by us as a result of your breach of these Rewards Terms.

## **10 AVAILABILITY OF REDEMPTION WEBSITE**

- 10.1 Since electronic services are subject to interruption or breakdown, access to the Redemption Website is offered on an "as is" and "as available" basis only.
- 10.2 We may impose limits or restrictions on the use you may make of the Redemption Website, features and functionality.
- 10.3 Any cost associated with accessing the Redemption Website is the user's responsibility and is dependent on their respective internet or telecommunications service provider.

## **11 CHANGES TO THESE TERMS**

- 11.1 These are the current Rewards Terms. We may at any time change these Rewards Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services, content, features or functionality of Digital Rewards or the Redemption Website.
- 11.2 You accept that we provide you with sufficient notice of any variation by making available on the Redemption Website the current version of the Rewards Terms, unless otherwise required by the law or any applicable Code.
- 11.3 By your use of the Redemption Website after any variation, you are taken to have accepted the varied Rewards Terms.

## **12 OTHER GENERAL CONDITIONS**

- 12.1 In these Rewards Terms, unless the contrary intention appears:
- (a) the singular includes the plural and vice versa;
  - (b) headings are for convenience only and do not affect interpretation;
  - (c) a reference to 'include' or 'including' means 'including but not limited to'.
- 12.2 The information provided in the Redemption Website has been provided in accordance with Australian laws only.
- 12.3 The law applicable to Digital Rewards, and to any complaints arising from it is the law in force in the State of New South Wales, Australia. By accessing the Redemption Website, you irrevocably submit to the jurisdiction of the courts of the State of New South Wales, Australia and any courts which have jurisdiction to hear appeals from such courts, unless the complaint relates to an insurance or banking contract in which case relevant state or federal law will apply.
- 12.4 Should any part of these Rewards Terms be found to be void, unenforceable or invalid, then it is severed from these Rewards Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of the agreement.
- 12.5 You may not rely on our words or conduct as a waiver of any right unless the waiver is in

writing. Conduct includes delay in the exercise of any right. Right means any of our rights arising under or in connection with these Rewards Terms or otherwise and includes the right to rely on this term. Waiver includes an election between rights and remedies and conduct which might otherwise give rise to an estoppel.

### **13 CONTACT**

- 13.1 If you have a query or complaint about your Digital Reward, please contact Digital Glue at [support@ctprewards.shannons.com.au](mailto:support@ctprewards.shannons.com.au).
- 13.2 If a Digital Reward transaction has been incorrectly processed, please contact the Reward Supplier where the transaction was made.