

TERMS AND CONDITIONS OF VINNIES VIP PROGRAM

St Vincent de Paul Society Victoria Inc ABN 28 911 702 016 of 43 Prospect Street, Box Hill Victoria, 3128 (referred to herein as “we”, “us”, “our” or “Vinnies”) operates the VIP Program whereby the Member is able to earn, accrue and redeem VIP Points. Our Privacy Policy forms part of these terms and conditions. By becoming a Member and registering an Account, the Member agrees to these terms and conditions and consents to the collection and storage of personal information by us in accordance with the Privacy Policy.

1. Definitions

In these terms and conditions, the following terms have the following meanings:

“**Account**” means the Member’s personal VIP Program account.

“**Member**” means a member of the VIP Program who has set up an Account.

“**Participating Vinnies Store**” means the Vinnies Stores in Victoria which participate in the VIP Program from time to time.

“**Privacy Policy**” means the Privacy Policy which is located on our website at www.vinnies.org.au/content/Document/VIC/Privacy%20Information.pdf.

“**Qualifying Purchase**” means the purchase of goods at a Participating Vinnies Store but excludes purchases made using a gift card, voucher, Vinnies Vault Card or credit note.

“**VIP Card**” means a VIP Program membership card issued by us that is linked to a Member’s personal Account.

“**VIP Points**” means the points earned by a Member on Qualifying Purchases in accordance with clause 5.

“**VIP Program**” means the loyalty program developed by Vinnies in accordance with these terms and conditions whereby VIP Points are earned by Members at Participating Vinnies Stores.

2. Membership

There is no joining fee or ongoing fee to become or remain a Member. To become a Member, the Member must register an Account and be an individual aged 16 years or over and have a current residential address in Victoria. The Member must provide us with sufficient identification to support the Account application, including name, date of birth, email address, postcode and any other information as required by Vinnies for time to time. These details must be provided in-store at a Participating Vinnies Store.

3. Vinnies VIP Club Card

Once the Member’s Account has been registered, the Member will receive a VIP Card. A valid VIP Card must be presented by the Member to record transactions in store and redeem VIP Points. If a VIP Card is lost or stolen, the Member can provide their contact details at Participating Vinnies Stores to redeem and accrue VIP points. There is a limit of one VIP Card per Member.

4. Member’s Obligations

It is the Member’s responsibility to inform us if his or her personal details change (such as email address or residential address). Without the Member’s correct details, we may not be able to contact the Member about his or her Account or send offers or rewards. We reserve the right to restrict operations on a Member’s Account (such as the ability to redeem or accrue VIP Points) until we have the Member’s current details.

The Member must advise us immediately if his or her VIP Card is lost or stolen. We may (in our absolute discretion) issue the Member a new VIP Card and transfer any existing VIP Points to the Member's new VIP Card and/or create a new Account if necessary. The Member may be required to verify his or her identification at a Participating Vinnies Store.

The Member may terminate his or her Account at any time for any reason by contacting us at vinniesvipclub@sudp-vic.org.au.

The Member must not provide false or misleading information to Vinnies and must not alter, reproduce, disclose or in any way interfere with the details of other Members.

We reserve the right, in our sole discretion, to disqualify or suspend an Account and /or remove any VIP Points accrued by a Member who does not comply with these Terms and Conditions and may do so without notice to that Member.

5. Earning VIP Points

VIP Points are earned on each Qualifying Purchase from any Participating Vinnies Stores. For each \$1.00 spent on a Qualifying Purchase, a Member will accrue one VIP Point to their Account. Vinnies reserves the right, in its sole and absolute discretion, to reverse VIP Points where a transaction is cancelled or a refund is given to the Member.

The Members agree that we may, in our absolute discretion, correct fraudulently earned or invalid VIP Points, or adjust for refunded transactions at any time. If the Member requests a refund, then the VIP Points earned on the original transaction will be reversed based on the original price of the item.

We may, at our discretion, periodically send the Member a VIP Points summary using the contact details the Member has provided. We may also make the Member's VIP Points balance available to the Member in other ways (for example, on a receipt for an in-store purchase).

The Members VIP Points will expire if he or she does not earn or redeem the VIP Points for a period of 12 consecutive months, in which case we may also terminate Account without notice to the Member. Once the Member's Account is closed, it cannot be re-activated and any VIP Points previously accrued cannot be redeemed.

VIP Points are redeemable only by the Member and are subject to compliance with these terms and conditions. VIP Points are not redeemable for cash and are non-transferable. The Member cannot transfer, assign, sell, or give VIP Points to any other person. VIP Points are not to be used in any way other than as set out in these terms and conditions.

VIP Points will be earned on the purchase of gift cards and Vinnies Vault cards. VIP Points cannot be earned on the redemption of Gift Cards or Vinnies Vault Cards.

VIP Points are not earned or redeemed on credit notes.

6. Rewards

The Member shall be entitled to \$10.00 for every 200 VIP Points accrued on the Member's Account (**Credit**) or such other amount that we determine from time to time. The Credit may be used by the Member towards Qualifying Purchases at Participating Vinnies Stores.

Any Credit held by a Member will be automatically applied to purchases and will be listed on the Member's receipt.

VIP Points will continue to accrue each time the Member makes a Qualifying Purchase, even where the Member uses Credit to make a Qualifying Purchase.

Credit will be valid for 12 months from the date the VIP Points are converted to a Credit. Credit can be used in part or in whole towards purchases. Subject to the expiration of the Credit, any unused Credit will remain in the Member's Account.

Any VIP Points which are not redeemed will remain in the Member's Account for future use.

7. Changes to Terms and Conditions

We may, at our discretion, make any change we see fit to these Terms and Conditions, including, without limitation:

- a) the number of VIP Points earned on each Qualifying Purchase;
- b) the number of VIP Points required to be converted to a Credit;
- c) the amount of Credit provided;
- d) the items included in Qualifying Purchases; and/or
- e) the period for expiry of VIP Points .

We will give the Member notice of any change to these Terms and Conditions as set out at our sole discretion, via the St Vincent de Paul Victoria website and/or by direct communication sent to the Member's email address.

8. Termination

We may, at our discretion and without notice, terminate the Member's Account, VIP Card and withdraw the Member's VIP Points if we believe that the Member has:

- a) failed to comply with these Terms and Conditions;
- b) provided misleading information or make any misrepresentation to us in connection with VIP Points;
- c) intended to use the VIP Points fraudulently or otherwise in contravention of these Terms and Conditions or the law generally; or
- d) been abusive or offensive to any of our staff or volunteers.

In our absolute discretion, we reserve the right to cancel, terminate, modify or suspend the VIP Program at any time. We will not be liable to the Member for the termination of the VIP Program including, without limitation, for any unredeemed VIP Points or unused Credit at the time of termination.

9. Limitation on Liability

To the extent permitted by law, we shall not be liable (and our related entities, officers, directors, employees and volunteers shall not be liable) for any direct, indirect, incidental, special or consequential damages arising out of the VIP Program and in the event of such liability, it shall be limited to the value of the Credit earned by the Member. The Member releases Vinnies (and its

related entities, officers, directors, employees and volunteers) from and against any and all claims, damages, losses, liabilities and other expenses relating to the Members participation in the VIP Program.

We accept no responsibility for any communication, whether it is through email, SMS or other that is not received by the Member or for any delay in delivery due to technical disruptions or for any other reason.

We reserve the right to remove VIP Points that are accidentally or incorrectly added to the Member's VIP Card without notice to the Member.

10. General

These terms and conditions are governed in accordance with the laws of Victoria.

11. Member's privacy rights

The Member's personal information will only be used or disclosed in accordance with our Privacy Policy.

12. If there is a problem

The Member's privacy is important to us and we will do our best to resolve any concerns. If a Member has a complaint regarding the treatment of his or her privacy or a possible breach of his or her privacy, please contact our team using the details set out below.

By email: vinniesvipclub@svdp-vic.org.au

By Phone: (03) 9895 5800

43 Prospect Street, Box Hill, Victoria 3128

We take Member's privacy concerns very seriously and treat all requests or complaints confidentially. We undertake to respond to any concerns raised within a timely manner, and to provide a response to written complaints within 30 days.