Advantage A-List Rewards Program Terms and Conditions

A-List Rewards Program (the **Program**) is a customer loyalty program managed and operated by Advantage Pharmacy Pty Ltd (ABN 73 092 158 275) (**Advantage**) on behalf of certain pharmacies (**Participating Pharmacies**) for the benefit of their customers.

Participation and Membership

- By providing personal information to a Participating Pharmacy (Your Participating Pharmacy) for the purpose of the Program, You (being the person who has provided the personal information) agree:
 - (i) to these Terms and Conditions which govern the operation of the Program; and
 - (ii) to the collection, use and disclosure of Your Personal Information in accordance with these Terms and Conditions; and
 - (iii) to become a member of the A-List Rewards Program (**A-List Member**), and any rights you grant to Advantage under these Terms and Conditions may be exercised by Advantage and /or Your Participating Pharmacy as applicable.
- 2. On becoming a member of the Program, You may be issued with an A-List Rewards Card. However, some Participating Pharmacies operate on a cardless account basis. The A-List Member is the person in whose name the account is held, irrespective of whether a card is held or who holds the card. The benefits of the Program (including Reward Discounts, Vouchers and other offers) are personal to you and may only be redeemed by you as the A-List Member or Your authorised representative on your behalf.
- 3. Advantage reserves to the right to remove You as an A-List Member if:
 - (i) the information you have provided is not Your personal information; or
 - (ii) you are not over 18 years old; or have not provided evidence of that you are over 18 at the request of Know It All or Your Participating Pharmacy; or
 - (iii) any information you have provided Advantage or Your Participating Pharmacy is inaccurate, incorrect or misleading in any material way.
- 4. Subject to clause 22, the benefits of the Program (including Reward Discounts, Vouchers, and other offers) may only be used at Your Participating Pharmacy (i.e. the Participating Pharmacy at which you first signed up for the Program).
- 5. Advantage reserves the right to withdraw the card or your membership as an A-List Member if
 - (i) Your Participating Pharmacy withdraws from the Program; or
 - (ii) Your Participating Pharmacy's association with Advantage terminates or expires; or
 - (iii) Advantage withdraws the Program on a national basis,

- and where possible Advantage will use best endeavours to provide you reasonable notice of this.
- 6. For the avoidance of doubt, the A-List Rewards Card cannot be used as a credit or guarantee card.

Earning and Redeeming A-List Rewards

- 7. You will earn 1 "A-List Rewards Point" (**Point**) for every \$1 spent at Your Participating Pharmacy on Qualifying Purchases. Purchases will be rounded down to the nearest \$1 spent, inclusive of GST.
- 8. To earn A-List Rewards, You must present Your A-List Rewards Card at time of purchase (where you have one) or otherwise advise Your Participating Pharmacy you are an A-List Member. Points cannot be claimed retrospectively, unless authorised by Your Participating Pharmacy. Points will be recorded on Your account held by Advantage, which (if applicable) is associated with your A-List Rewards Card. The number of A-List Rewards Points you have accumulated will be printed at the bottom of the receipt each time you scan your card or advise Your Participating Pharmacy that you wish the Qualifying Purchase to earn Points for the Program.
- 9. Each A-List Rewards Point then translates to a Reward Discount at a rate determined by Your Participating Pharmacy. You should ask Your Participating Pharmacy what this is. The standard rate for many Participating Pharmacies is a Reward Discount of 5 cents for every A-List Rewards Point. If this is the rate elected by Your Participating Pharmacy, then for every A-List Rewards Point, you will be credited with Reward Discount of five cents. So if you spend \$100, you earn 100 A-List Reward Points and will obtain a credit of a Reward Discount to the value of \$5.00 which can be redeemed on Qualifying Purchases.
- 10. The redemption of Reward Discounts in conjunction with other offers, gift vouchers and lay-buy purchases is at the discretion of Your Participating Pharmacy.
- 11. Your Participating Pharmacy may set a minimum number of A-List Rewards Points to be reached before allowing redemption.
- 12. The rate of earning Reward Discounts for each A-List Rewards Point may be changed at the sole discretion of Your Participating Pharmacy by advising you by way of an e-mail and/or SMS notification and/or by Your Participating Pharmacy displaying a notice to that effect at the Point of Sale. Any change does not affect your Reward Discounts earned prior to the date of any such change and any A-List Rewards Points may be adjusted to ensure your Reward Discounts earned remain unaffected.

- 13. A Qualifying Purchase is each purchase that is not for:
 - (i) a prescription item; or
 - (ii) health services (such as a vaccinations or opioid substitution program services) that are subsidised by the government; or
 - (iii) certain goods or services nominated by Your Participating Pharmacy (which may include low value items, nappies or infant formula). For more details ask Your Participating Pharmacy.
- 14. Advantage reserves the right to withdraw, limit, alter or amend Your A-List Rewards balances at any time, in the event of an error (technical or human) or suspected fraud.
- 15. Unredeemed A-List Rewards Points expire after 24 months. Even if Points have expired, Your account will remain active.
- 16. Bonus Points may be offered from time to time during special promotions on selected merchandise and can be earned in addition to standard A-List Rewards Points, and may be subject to separate terms.
- 17. Except as expressly provided by these terms and conditions, A-List Rewards Points cannot be exchanged for cash and cannot be sold, transferred, assigned or otherwise dealt with. In some special occasions gifting to a charitable organisation may be offered as an option for a particular offer.
- 18. Birthday and Sign-Up Reward Vouchers will only be awarded to You if You provide a valid email address. The value of these Reward Vouchers is set by Your Participating Pharmacy.
- 19. No Voucher (including Birthday, Sign-up, Price, and Special Offer Vouchers) can be redeemed for cash, and Vouchers cannot be sold, transferred, assigned, or otherwise dealt with except in accordance with these terms and conditions.
- 20. Vouchers vary for each promotion and are at the sole discretion of Advantage and/or Your Participating Pharmacy. Vouchers must be redeemed by You before the expiry date at Your Participating Pharmacy and cannot be exchanged or returned.
- 21. Your Participating Pharmacy is entitled to assume, on presentation of a voucher, that the presenter is You, or has Your authorisation to request and receive the Special Reward, Special Prize or Special Offer. Your Participating Pharmacy is entitled to request some form of identification from the bearer of the Voucher, but it not obliged to verify the holder of the voucher is You.

Use of the A-List Rewards Card

- 22. The A-List Rewards Card may only be used at Your Participating Pharmacy (i.e. where you first signed up for the Program, unless Your Participating Pharmacy is part of a network of local area Advantage member pharmacies which allows the sharing of A-List Rewards between its pharmacies (in which case all those pharmacies are deemed to be Your Participating Pharmacy). You should assume that Your Participating Pharmacy is not part of a network of pharmacies, unless you have been expressly advised of this and which pharmacies form part of that network.
- 23. If an A-List Rewards Card is lost or stolen, You may apply for a new A-List Rewards Card from Your Participating Pharmacy. A-List Rewards Points credited to the lost or stolen card will be transferred to any replacement card where possible, but it is Your responsibility to contact Your Participating Pharmacy to enable these processes to take place. Advantage and Your Participating Pharmacy take no responsibility or liability for A-List Reward Points that You may lose in the event of another individual using Your lost or stolen card or a technical error has occurred, and we cannot transfer your Points.
- 24. You may obtain a replacement card for a damaged A-List Rewards Card by taking the damaged card into Your Participating Pharmacy. Where possible, any A-List Rewards recorded on the damaged card will be transferred to the replacement A-List Rewards Card.

Privacy

- 25. Personal and other information concerning You including information disclosed on Your enrolment for the Program and information about Your use of the A-List Rewards Card (*Your Information*) is collected by Your Participating Pharmacy and Advantage.
- 26. Your Information is being collected for the purposes of administering, operating, and managing the A-List Rewards Program that you have signed up to, as well as activities relating to the promotion, planning, researching, and marketing of Advantage's and Your Participating Pharmacy's goods, services or product. Your Information may also be deidentified and aggregated for use in marketing and research purposes.
- 27. By joining the A-List Rewards program in Your Participating Pharmacy you understand that you may receive communications from Advantage and/or Your Participating Pharmacy via email, SMS, or direct mail, from time to time and that You have the option to unsubscribe from any form of communication at any time.

- 28. By continuing to participate in the Program, you confirm your consent to the collection, storage, disclosure, and use of Your Information as outlined in these Terms and Conditions. If you no longer consent to the collection, storage, disclosure, and use of Your Information, please contact us at info@advantagepharmacy.com.au and Your information will be removed from Advantage's database. Your withdrawal of your consent means that You will not be able to participate in the Program, and any accumulated Points and associated Reward Discounts that you may be entitled to will be lost.
- 29. In addition to Advantage and Your Participating Pharmacy disclosing Your Information to each other, Your information may be disclosed to Advantage's affiliates for the purposes of assisting Advantage and its affiliates to meet the objectives disclosed in clause 26 above. Prize and Special Offer providers may also be given Your Information as required to issue a prize (for example if the prize involves a flight, Your Information may be provided to the provider of that flight). Your Information is unlikely to be disclosed by Advantage to any entity overseas.
- 30. You acknowledge that as a condition to accepting any Special Reward, Special Prize, or Special Offer, you agree that Advantage and Your Participating Pharmacy may use your name and a photograph of you in any associated promotional material, and that your acceptance of such Special Reward, Special Prize or Special Offer is confirmation of your consent to this.
- 31. For further information on how Advantage and its affiliates deal with personal information, how You may access personal information held by them, how you may wish to request a correction or make a complaint about a breach of the Australian Privacy Principles and how Advantage will deal with those matters, please refer to the <u>privacy policy</u> of the Platform Alliance Group (of which Advantage is a member).
- 32. The terms of clauses 255 to 31 constitute Advantage's Privacy Collection Statement which only applies with respect to Advantage's collection, use and disclosure of Your Information.
- 33. You should separately contact Your Participating Pharmacy for details of how it deals with personal information or any privacy concerns you may have, which may include your withdrawal of your consent to Your Participating Pharmacy holding Your Information.

General

- 34. To the maximum extent permitted by law, Advantage is not liable to you for:
 - (i) any unavailability-of your account or any interruption or disruption to the provision of associated services relating to the Program; or
 - (ii) illegal use of or misuse of your A-List Rewards Card, data or account; or
 - (iii) any injury or loss that results from your participation in any way in the A-List Rewards Program.
- 35. The benefit of any exclusion or limitation of liability in these terms and conditions also applies to any affiliate of Advantage that assists with the provision of the Program and Your Participating Pharmacy.
- 36. No act or omission by Advantage, its affiliates or Your Participating Pharmacy constitutes a waiver of any rights that it has or may have, unless confirmed in writing and signed by that party.
- 37. If any provision of these Terms and Conditions is void, voidable, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable, or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly. If, notwithstanding the foregoing, a provision is still void, voidable, unenforceable, or illegal:
 - (i) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
 - (ii) in any other case, the whole provision is severed, and the remainder of these Terms and Conditions will be of full force and effect.
- 38. Advantage is the operator and owner of the A-List Rewards Program.

 Communications to Advantage, can be sent to c/o The Platform Alliance Group, 15-17 Chapel Street, Cremorne VIC 3121.
- 39. These Terms and Conditions are governed by and construed in accordance with the laws of Victoria and the courts of Victoria have the exclusive jurisdiction to determine any matter, issue or dispute resulting from, or otherwise in connection with, these Terms and Conditions.