



## **Terms and conditions of the South West Rocks Surf Life Saving Club Loyalty Program**

1. In its absolute discretion the Board of SWRSLSC ('Board') may grant individuals ('Cardholders') access to the South West Rocks Surf Life Saving Club Loyalty Program ('Loyalty Program') and issue a Loyalty Program card ('Card') to the Cardholder.
2. Use of the Loyalty Program and the Card constitutes acceptance of and agreement to the terms and conditions of the Loyalty Program as amended or modified or replaced from time to time ('Terms') and any other conditions imposed by the Board, in its absolute discretion, at any time, and without notice or reason. The latest Terms supersede and replace any and all previous terms and conditions in connection with the Loyalty Program. A copy of the current Terms may be viewed at [www.swrslsc.com.au](http://www.swrslsc.com.au) when the website or its replacement are available.
3. Loyalty Program benefits will be determined by the Board from time to time and may include discounts, invitations to events, entry into promotions and are subject to availability.
4. Cards are uniquely numbered, non-transferable and remain the property of SWRSLSC at all times. Cards must be returned to SWRSLSC immediately upon demand by SWRSLSC. Cards are not debit, credit or charge cards.
5. Cards must be presented at the time of a transaction at SWRSLSC in order to accrue or redeem benefits related to that transaction.
6. Loyalty Program benefits only apply to the named Cardholder upon presentation of their Card and are non-negotiable, non-transferable, not redeemable for cash and may not be used in conjunction with other offers unless otherwise specified by the Board.
7. The Board may, in its absolute discretion, at any time, and without notice or reason, cancel the Loyalty Program, future or accrued benefits associated with the Loyalty Program and/or cancel or suspend any Card or Cardholder's access to the Loyalty Program.
8. Loyalty Program benefits are valid until cancelled by the Board, in its absolute discretion, or until the Cardholder notifies SWRSLSC that he or she wishes to leave the Loyalty Program. If a Cardholder's access to the Loyalty Program is terminated or if their Card is cancelled, then the Cardholder must return the Card to SWRSLSC immediately.
9. SWRSLSC is not responsible for stolen, lost or fraudulently used Cards. The Cardholder must report a stolen or lost Card to SWRSLSC immediately. The Cardholder's existing Card will be cancelled, and a new Card issued to the Cardholder on payment of a replacement Card fee. The replacement Card fee will be determined by the Board of SWRSLSC from time to time in its absolute discretion. The Board may, in its absolute discretion, refuse to issue a replacement Card.

10. SWRSLSC shall not be liable in any way if benefits or promotions are unavailable for any reason including, but not limited to, as a result of a technical malfunction, operator fault, computer hardware or software errors.
11. SWRSLSC is not liable in any way whatsoever for any injury or loss (including any indirect or consequential loss) of any kind to person or property suffered by any Cardholder whether by reason of any act or omission, deliberate or negligent, of SWRSLSC in connection with the Members Club, including injury or loss incurred whilst participating in any activity of the Members Club or SWRSLSC or in any activity in which Cardholders are invited to participate. This condition is subject to any liability which may not be lawfully excluded, in which case such liability will be limited to the fullest extent permitted by law.
12. Cardholders indemnify SWRSLSC for and against any loss or claim suffered or incurred by SWRSLSC arising from or in connection with a breach of these Terms by a Cardholder or in connection with a Cardholder's Card.
13. SWRSLSC holds and uses a Cardholder's personal information in accordance with SWRSLSC's privacy policy (a copy of which may be viewed at [www.swrslsc.com.au](http://www.swrslsc.com.au) when the website or its replacement are available).
14. If any clause of these Terms, or any part of any clause, is or becomes illegal, invalid, or unenforceable, then that part shall be severed, and the remainder of the Terms shall continue in force. The words ""include"" and ""including"" and other similar words and expressions are to be construed without limitation.
15. These Terms are governed by the laws in force in NSW, Australia and the parties submit to the jurisdiction of the courts of NSW, Australia.