
Palmer Hospitality Group Loyalty Terms and Conditions

April 2022

Definitions:

Membership Card: A membership card can be in the form of swipe card or App based Digital QR code

Top Shelf: The group wide loyalty scheme for venues affiliated with Palmer Hospitality Group loyalty scheme

Participating Venue: Any venue linked to Top Shelf; a list can be found in the Members App for a Participating Venue

Home Venue: The venue from which the member joined Top Shelf

Introduction

These Terms and Conditions form the basis of the Palmer Hospitality Group Loyalty Scheme.

1. Membership

- 1.1. Membership is free. A person can apply to become a member of Top Shelf by downloading the members app from a participating venue or signing up in a participating venue.
- 1.2. Members will be bound by these Terms and Conditions which may be varied from time to time.
- 1.3. A member must notify their Home Venue of any change of address or of a lost or stolen membership card. Palmer Hospitality Group or the Home Venue are not liable for any delay in replacing a membership card or for any unauthorised use of a membership card.
- 1.4. Points will not be credited until an individual becomes a member. Members can confirm the number of points held by them by asking at the bar of their Home Venue or on the App. Disputes about any details regarding member's points must be notified to the membership team at the Home Venue. A written statement by The Home Venue or Palmer Hospitality Group deciding any such dispute is final and binding.
- 1.5. Palmer Hospitality Group may terminate a membership without notice for any reason including, without limitation, if the member:
 - 1.5.1. Fails to comply with these membership Terms and Conditions
 - 1.5.2. Abuses any privilege accorded to the member; or
 - 1.5.3. Supplies any misleading information or make any misrepresentations to the Home Venue staff or management
 - 1.5.4. If the member does not use his or her membership card for a period of 12 months or dies.
- 1.6. A member may terminate his or her membership at any time by giving written notice to the membership team at their Home Venue. The member's points will be cancelled 12 months after receiving the notice and the member's details will be deleted from Top Shelf membership database.
- 1.7. Membership cards are not credit or charge cards, are not transferable, and remain the property of the Home Site and must be returned to Retail operator if a member ceases to be a part of the scheme.
- 1.8. Any tax, liability, or duty arising from a member's participation in Top Shelf is the responsibility of the member.

2. Earning points and Redeeming points

- 2.1. Points will be credited to a member's account for purchases by the member from and Participating Venue on qualifying goods or services. Promotional and incentive programs may be offered from time to time.
- 2.2. Palmer Hospitality Group and the Participating Venues will determine which goods or services are qualifying goods and services and the number of points that will be credited to a member's account for such purchases.
- 2.3. A member must present his or her membership card to a Participating Venue staff before the purchase is concluded. Failure to present the membership card will result in no points being credited to the member's account for the purchase.
- 2.4. Points cannot be redeemed as cash.
- 2.5. Points will be accrued where a purchase is paid by points in part or fully with in the one transaction.
- 2.6. Points Accrual and Redemption across Participating Venues is to a single account and therefore member's points balance will be the same across Participating Venues

3. Other deductions of points

- 3.1. Participating Venues may deduct from the points balance in a member's account any points credited in error and any points relating to a purchase which is cancelled or reversed or where a refund is given.
- 3.2. Any points not redeemed within 12 months after the end of the month in which the points were credited to that account will, at the discretion of Palmer Hospitality Group, expire and will be deducted from the points balance in a member's account.

4. General

- 4.1. Palmer Hospitality Group may make any changes at any time without prior notice to members to these Terms and Conditions and the award schedule. Participating Venues will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 4.2. Palmer Hospitality Group or Participating Venues may without prior notice to members, change those goods and services which qualify for points and the number of points that attach to those goods and services.
- 4.3. Palmer Hospitality Group and Participating Venues reserve the right to suspend or terminate the membership program at any time without prior notice. Palmer Hospitality Group or Participating Venues will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
- 4.4. Palmer Hospitality Group and Participating Venues assume no liability to a member whether for negligence, breach of contract or otherwise except:
 - 4.4.1. any claim relating to points, to crediting that number of points to the member's account.
- 4.5. A notice shall be deemed to be given by Palmer Hospitality Group and Participating Venues to a member if it is sent to the postal or e-mail address of the member appearing in the member database.
- 4.6. These terms and conditions will be construed according to and be governed by the laws of Australia. The parties submit to the exclusive jurisdiction of the courts in and of Australia in relation to any dispute arising under these terms and conditions.

5. Privacy Statement

- 5.1. Palmer Hospitality Group and Participating Venues may collect information about members including information contained in the application form and information as to transactions resulting in points credits and debits which will be held in the membership database. The membership database contains the following member information:
 - 5.1.1. Name, address & telephone number(s)
 - 5.1.2. Transaction details associated with the collection of membership program points
 - 5.1.3. Points collected and awards provided.
 - 5.1.4. E-mail address
- 5.2. A member may access the information on the member held by Top Shelf by contacting the membership team at their Home Venue. If the information is inaccurate or incomplete, the member may advise the Home Site membership team to update the information, or do so online.
- 5.3. Information from the member database will be made available to Palmer Hospitality Group and Participating Venue's agents involved in administering the membership program including agents producing cards and points summaries and data processing. Information from the membership database will also be made available to and used by Palmer Hospitality Group and Participating Venues and its agents, for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
- 5.4. Each member consents and agrees to:
 - 5.4.1. Palmer Hospitality Group and Participating Venues and its agents including Zen Global, Pocket Software and Lexer accessing the information contained in the member database;
 - 5.4.2. The disclosure of any information contained in the member database to Palmer Hospitality Group and Participating Venues, Zen Global, Pocket Software and Lexer and its agents for the purposes set out above; and
 - 5.4.3. The disclosure of any information contained in the member database by Palmer Hospitality Group and Participating Venues, Zen Global, Pocket Software and Lexer or its agents for the purposes referred to above.