

# Un Caffè Card Membership Terms and Conditions

September 2013

## Introduction

These Terms and Conditions form the basis of the *Un Caffè* Card membership rewards programme.

## 1.0 Membership

- 1.1. Membership is free.
- 1.2. A person can apply to become *Un Caffè* Card member by completing mandatory details online ([www.uncaffè.com](http://www.uncaffè.com) )
- 1.3. Members will be bound by these Terms and Conditions which may be varied from time to time.
- 1.4. A member must notify the store manager in the event of a lost or stolen membership card. *Un Caffè* is not liable for any delay in replacing a membership card or for any unauthorised use of a membership card.
- 1.5. Members will be able to accrue points as soon as they receive an *Un Caffè* Card from the store. Members will not be able to redeem points until they have registered their card online at [www.uncaffè.com](http://www.uncaffè.com).
- 1.6. Members can confirm the number of points held by them by asking at the store or online via the *Un Caffè* website.
- 1.7. Disputes about any details regarding member's points must be notified to *Un Caffè* store manager .A written statement by *Un Caffè* in deciding any such dispute is final and binding.
- 1.8. *Un Caffè* may terminate a membership without notice for any reason including, without limitation, if the member:
  - 1.8.1.Fails to comply with these membership Terms and Conditions
  - 1.8.2.Abuses any privilege accorded to the member
  - 1.8.3.Supplies any misleading information or make any misrepresentations to *Un Caffè* staff or management
  - 1.8.4.If the member does not use his or her membership card for a period of 12 months.
- 1.9. A member may terminate his or her membership at any time by giving written notice to *Un Caffè* Card membership team ([info@uncaffè.com](mailto:info@uncaffè.com)). The member's points will be cancelled within 7 days of receiving the notice and the member's details will be deleted from the *Un Caffè* Card membership database.
- 1.10. Membership cards are not credit or charge cards, are not transferable, and remain the property of *Un Caffè* and must be returned to *Un Caffè* if a member ceases to be a part of the scheme.
- 1.11. Any tax, liability, or duty arising from a member's participation in the *Un Caffè* Card membership programme is the responsibility of the member.

## 2.0 Earning points and Redeeming points

- 2.1. 350 bonus points will automatically be added to a new membership card upon its first transaction. These points (nor any other accrued points) will not be redeemable until the member has gone online and submitted the mandatory details on the *Un Caffè* website. *Un*
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*Caffe* may change the amount of bonus points at any time or remove the bonus point promotion at any time.

- 2.2. 350 bonus points will be automatically added to a members card if they visit an *Un Caffè* store on the month of their birthday and have their card swiped. The promotion will not apply if the member has not provided their date of birth with their details to the membership system.
- 2.3. Points will be credited to a member's account for purchases by the member from *Un Caffè* on qualifying goods or services. Promotional and incentive programs may be offered from time to time.
- 2.4. *Un Caffè* 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.
- 2.5. A member must present his or her membership card to *Un Caffè* 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, this is not the responsibility of *Un Caffè*.
- 2.6. Points cannot be redeemed as cash.
- 2.7. Points will not be accrued where a purchase is paid by points in part, or fully within the one transaction
- 2.8. Points cannot be redeemed until the member has entered mandatory fields on line

### **3.0 Other deductions of points**

- 3.1. *Un Caffè* 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 *Un Caffè* expire and will be deducted from the points balance in a member's account.

### **4.0 General**

- 4.1. *Un Caffè* may make any changes at any time without prior notice to members to these Terms and Conditions and the award schedule. *Un Caffè* will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 4.2. *Un Caffè* 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. *Un Caffè* reserves the right to suspend or terminate the membership programme at any time without prior notice. *Un Caffè* 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. *Un Caffè* assumes 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 *Un Caffè* 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 South Australia. The parties submit to the exclusive jurisdiction of the courts in and of South Australia in relation to any dispute arising under these terms and conditions.

### **5.0 Privacy Statement**

- 5.1. *Un Caffè* may collect information about members including information contained in the online 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)
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- 5.1.2. Transaction details associated with the collection of membership programme points
- 5.1.3. Points collected and awards provided.
- 5.1.4. E-mail address

A member may access the information on the member held by *Un Caffè* by contacting the *Un Caffè* membership team ([info@uncaffe.com](mailto:info@uncaffe.com)). If the information is inaccurate or incomplete, the member may advise *Un Caffè* to update the information or do so online.

- 5.2. Information from the member database will be made available to *Un Caffè'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 *Un Caffè* and its agents, for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
  - 5.3. *Un Caffè* will send information from time to time via email
  - 5.4. Each member consents and agrees to:
    - 5.4.1. *Un Caffè* and its agents including Zen Global accessing the information contained in the member database;
    - 5.4.2. The disclosure of any information contained in the member database to *Un Caffè*, Zen Global and its agents for the purposes set out above; and
    - 5.4.3. The disclosure of any information contained in the member database by *Un Caffè*, Zen Global or its agents for the purposes referred to above.
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