

# Coffee Crew Loyalty Program

## Terms and Conditions



### Membership:

1. Only individuals who pay the full retail price for all coffee products sold by Australian Estate Coffee may be members of the Coffee Crew program. The Coffee Crew program excludes organisations, wholesale customers and any person/body granted a discounted coffee price.
2. Membership is free. A person who wishes to become a member can apply in the ways provided by Australian Estate Coffee from time to time, and will be bound by these Terms and Conditions, as varied from time to time. These Terms and Conditions will apply to all Coffee Crew transactions, whether before or after these Terms and Conditions become binding.
3. Australian Estate Coffee may refuse any application for membership.
4. A member will be bound by these Terms and Conditions upon acceptance by Australian Estate Coffee (for written application forms) or (for applications by telephone, internet or other means) upon the member entering into any transaction that would give rise to Coffee Crew points.
5. A member must notify Australian Estate Coffee immediately of any change of address.
6. Points will not be credited until these Terms and Conditions have become binding on the intended member. Periodically at its discretion, Australian Estate Coffee will forward a Points Summary Statement to each member setting out the opening points balance, points credited and debited during the period and the closing points balance. Disputes about any details contained in the Points Summary Statement must be notified to Australian Estate Coffee by the date specified in the relevant Points Summary Statement otherwise the Points Summary Statement will be taken to be correct and binding on the member. Australian Estate Coffee decision on any such dispute is final and binding.
7. Australian Estate Coffee may terminate a membership in the Coffee Crew program without notice for any reason including, without limitation, if the member:
  - a. Fails to comply with these membership Terms and Conditions;
  - b. Abuses any privilege accorded to the member under the Coffee Crew program; or
  - c. Supplies any misleading information or make any misrepresentations to Australian Estate Coffee in connection with the Coffee Crew program.
8. A member may terminate his or her membership in the Coffee Crew program at any time by giving written notice to Australian Estate Coffee. On receiving a notice of termination from a member, the member's contact details will be noted on Australian Estate Coffee's database as closed, and after 12 months of non-usage such contact details will be deleted from Australian Estate Coffee's Coffee Crew database and the member's points balance cancelled.
9. Any tax, liability or duty arising from a member's participation in the Coffee Crew program is the responsibility of the member.

### Earning Points:

10. Coffee Crew points are earned on the basis that at least ten standard points are issued for every \$36 spent in a single transaction with Australian Estate Coffee. From time to time, bonus points may be issued in addition to standard points under specially advertised promotions or competitions.
11. Points will be credited to a member's account for purchases by the member of qualifying goods or services from Australian Estate Coffee. Points may also be credited to a member's account for promotional and incentive programs offered by Australian Estate Coffee from time to time. Australian Estate Coffee will determine which goods or services are qualifying goods or services and the number of points that will be credited to a member's account for such purchases.

12. In order to obtain points, a member must notify Australian Estate Coffee before the purchase is concluded that a purchase is a Coffee Crew transaction by presenting his or her membership number at the point of sale. Australian Estate Coffee is not liable for any failure of a member to notify Australian Estate Coffee that the purchase is a Coffee Crew transaction.
13. Points and the rights they confer cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions. Points have no cash or monetary value.

#### **Claiming an Award:**

14. A member who has accumulated sufficient points in his or her membership account may request an award from the current award schedule by contacting Australian Estate Coffee in ways provided by Australian Estate Coffee from time to time. For security reasons, requests must be made by the member personally.
15. Awards will only be made available in the name of the member or a person in the immediate family of the member.
16. A Coffee Crew certificate as to a members' entitlement to claim an award shall be conclusive in the absence of manifest error.
17. The number of points set out in the award schedule for the award claimed will be deducted from the points balance of the member's account, with the oldest points being deducted first.
18. Where necessary awards will be posted or delivered to the current address of the member shown in the Coffee Crew records. Australian Estate Coffee is not liable for any loss, theft or damage to any award in the course of post or delivery. If Australian Estate Coffee agrees to replace a lost or stolen award, the member shall comply with such conditions as Australian Estate Coffee imposes.
19. All awards are subject to availability. Australian Estate Coffee is not liable for any award not being available for any reason whatsoever.
20. All awards are subject to such other terms, conditions and restrictions as are mentioned in the then current award schedule or in any other Terms and Conditions relating to the award. Australian Estate Coffee's obligations are limited to procuring the supply of the award.

#### **Other Deductions of Points:**

21. In addition to deductions for awards claimed, Australian Estate Coffee will deduct from the points balance in a member's account any points credited in error and any points relating to a transaction which is cancelled or reversed or where a refund is given.
22. Any points which are not used by the member in claiming an award within 60 months after the end of the month in which the points were credited to that account will expire and will be deducted from the points balance in a member's account.

#### **General:**

23. Australian Estate Coffee reserves the right to make any changes at any time without prior notice and at Australian Estate Coffee's absolute discretion, to these Terms and Conditions and the award schedule, even if the change has the effect of reducing or eliminating the number or value of, or the period for expiry of existing or future points in, the points balance in any member's account. Australian Estate Coffee will attempt to notify Coffee Crew members of any changes but shall not be liable in any way for failure to do so.
24. Australian Estate Coffee's Privacy Policy forms part of these Terms and Conditions, but shall prevail over these Terms and Conditions if they are inconsistent in any respect. Australian Estate Coffee will not purport to alter Australian Estate Coffee's Privacy Policy, except after giving written notification to members and giving members who do not wish to be bound by the changed Policy the opportunity to withdraw from the Coffee Crew program.
25. Australian Estate Coffee also reserves the right to make any changes at any time without prior notice and in their absolute discretion to the goods and services which are qualifying Coffee Crew goods and services and the number of points which members will receive as a result of acquiring such goods and services.

26. Information concerning members, including information contained in the application form and information as to transactions resulting in points credits and debits will be held in an offline database for Australian Estate Coffee's "Coffee Crew Database".
- a. The Coffee Crew database contains the following member information: name, address & telephone number(s), e-mail address, transaction details associated with the collection of Coffee Crew points and points collected and awards provided.

#### **Each Member Consents and Agrees To:**

27. The provision of the information on the application form to the Coffee Crew program and authorises Australian Estate Coffee to seek access to the information contained in it.
28. Australian Estate Coffee reserves the right to suspend or terminate the Coffee Crew program at any time without prior notice. Australian Estate Coffee will not be liable for the suspension or termination of the Coffee Crew program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
29. All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Coffee Crew program are expressly excluded to the full extent permitted by law. Any liability Australian Estate Coffee may have to a member under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing, the goods, at Australian Estate Coffee's option.
30. Any liability that Australian Estate Coffee may have to a member whether for negligence, breach of contract or otherwise is limited:
- a. In the case of any claim relating to points, to crediting that number of points to the member's account.
  - b. In the case of any claim relating to an award, to crediting the number of points shown in the award schedule as necessary to claim that award to the member's account.
  - c. In any other case to a maximum of \$.0005 for each point in the member's account at the time the liability arose.
31. A notice shall be deemed to be given by Australian Estate Coffee to a member if it is sent to the postal or email address of the member appearing in Coffee Crew database.
32. In these Terms and Conditions "Coffee Crew" means Australian Estate Coffee (ABN 92117218998), and "Coffee Crew program" means those arrangements by which a member collects points by purchasing qualifying goods and services from Australian Estate Coffee and thereby qualifies for awards under these Terms and Conditions.

#### **All Rewards:**

33. For security reasons, requests to exchange points for a reward must be made by the member personally. All rewards are subject to availability as determined by the Australian Estate Coffee. Reward providers' Terms and Conditions apply. Number of points required for a reward is subject to change without notice. All rewards cannot be exchanged, transferred, sold, or bartered and points will not be refunded.
34. Once advice is received from a member to exchange points for a particular reward, we will issue a reward letter of confirmation to the member within 10 working days. The reward cannot then be exchanged for another reward nor can points be refunded (unless the reward is faulty). The reward letter will contain all details on the reward. If the reward letter is lost, it has no value and will not be reissued, nor will points be recredited.

#### **Responsibilities:**

35. Australian Estate Coffee has made every endeavour to ensure that details are correct at the time of printing but as it relies on information provided by award providers, it cannot accept responsibility for any inaccuracy or misdescription contained in this publication as a result of information supplied. Terms and Conditions valid from 31/01/2008 to 30/6/2008 unless otherwise advised.