

Chippie Rewards Program

Program Terms and Conditions

Effective Date: 30 November 2022

Note:

- With effect from 30 November 2022 we updated and improved the Cheap as Chips Chippie Rewards Program. Accordingly, these updated Terms and Conditions apply from 30 November 2022. The prior Chippie Rewards Program terms and conditions applied until 30 November 2022 and were then replaced by these Terms and Conditions.
- Chippie Rewards Program benefits issued prior to 30 November 2022 will be honoured in accordance with the terms and conditions they were issued under. Chippie Rewards Program Benefits issued on or after 30 November 2022 are governed by these Terms and Conditions.

1. Introduction

- 1.1 These Terms and Conditions apply to the Chippie Rewards Program and are effective from the Effective Date specified above ("**Effective Date**"). The Chippie Rewards Program is owned and operated by Cheap as Chips and Cheap as Chips provides the Chippie Rewards Program on and subject to these Terms and Conditions.
- 1.2 Subject to Section 2, participation in the Chippie Rewards Program is open to all consumer customers of Cheap as Chips, provided they register and become a Registered Member as described below.
- 1.3 These Terms and Conditions set out important rights and obligations of customers of Cheap as Chips that participate in the Chippie Rewards Program.
- 1.4 Further details about the Chippie Rewards Program, including about earning and redeeming Chippie Rewards Points, are available on the Cheap as Chips Website.
- 1.5 You must be a Registered Member to participate in the Chippie Rewards Program, and to earn and redeem Chippie Rewards Points.
- 1.6 These Terms and Conditions are to be read in conjunction with any additional terms and conditions regarding the Benefits provided under the Program, as provided by Cheap as Chips from time to time.

2. Participating in the Chippie Rewards Program – new Members

- 2.1 Consumer customers of Cheap as Chips may apply to participate in the Chippie Rewards Program by completing the registration process, registering the required customer details (including a valid email address) and accepting these Terms and Conditions on the Cheap as Chips Website (which may also be accessed via a QR code made available In-Store).
 - 2.2 Registered Members (and persons eligible to apply to participate in the Chippie Rewards Program) must be:
 - (a) a natural person; and
 - (b) 15 (fifteen) years of age or older; and
 - (c) an Australian resident. Residents in WA and NT can apply to participate in the Chippie Rewards Program but Cheap as Chips does not currently have any physical stores in or deliver to WA or NT and so the benefits for WA and NT residents under the Chippie Rewards Program are limited.
 - 2.3 Cheap as Chips may accept or reject any application to participate in the Chippie Rewards Program in its sole discretion. Without limiting the foregoing, unless otherwise determined by Cheap as Chips in its sole discretion, the following persons/entities are not eligible to participate in the Chippie Rewards Program:
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- (a) customers that Cheap as Chips determines (in its sole discretion) are business, commercial or wholesale customers;
 - (b) persons that are not natural persons (such as businesses, companies and other entities).
- 2.4 Each Registered Member will have a Chippie Rewards Program account allocated to it for the purposes of the Chippie Rewards Program and earning and redeeming Chippie Rewards Points under the Program (each a “**Program Account**”). Each Registered Member may only have one Program Account assigned to him/her and Cheap as Chips may at its discretion close any additional Program Accounts in the name of a Registered Member.
- 2.5 Registered Members must notify Cheap as Chips in writing, as soon as possible after they become aware of any unauthorised access to their Program Account. Registered Members are liable for all unauthorised access to a Program Account until Cheap as Chips is notified in writing of such unauthorised access.
- 2.6 By applying to become a Registered Member of the Chippie Rewards Program, or by participating in the Chippie Rewards Program (including by earning or redeeming Chippie Rewards Points or other Benefits), each Registered Member agrees to be bound by these Terms and Conditions, in the form presented on the Cheap as Chips Website, including any changes to these Terms and Conditions under Section 20.
- 2.7 Consumer customers of Cheap as Chips may also apply to participate in the Chippie Rewards Program by registering their customer details (including a valid email address) In-Store with the relevant Cheap as Chips staff member at the checkout. In this case, the customer will receive an email with details of how to complete their registration and agrees to be bound by these Terms and Conditions as a Registered Member (in the form presented on the Cheap as Chips Website, including any changes to these Terms and Conditions under Section 20), but the customer will not be entitled to any Benefits or offers through the Program other than the ability to earn and redeem Chippie Rewards Points in accordance with these Terms and Conditions. To obtain any other Benefits or offers under the Program, the customer must complete the registration process, register the required customer details (including a valid email address) and accept these Terms and Conditions on the Cheap as Chips Website.
- 2.8 In order for a Registered Member to participate in the Chippie Rewards Program (including earning and redeeming Chippie Rewards Points), the Program registration details for the Registered Member must at all times include a valid email address for the Registered Member.
- 2.9 If at any time the Program registration details for the Registered Member do not include a valid email address for the Registered Member, Cheap as Chips may at its discretion:
 - (a) suspend all Benefits of the Member under the Program and these Terms and Conditions (including suspending any ability to earn and/or redeem Points and/or to redeem Vouchers issued under these Terms and Conditions); and/or
 - (b) close the Registered Member’s Program Account and terminate the Registered Member’s registration as a Registered Member and participation in the Program.
- 2.10 Termination of a Registered Member’s registration as a Registered Member and participation in the Program (for any reason) will result in all Chippie Rewards Points and Benefits accumulated by the Registered Member to that time being immediately cancelled and unable to be redeemed. If that customer then subsequently wishes to register again to participate in the Chippie Rewards Program, the customer will need to re-register as per the process in Section 2.1. Any such customer that re-registers will not be eligible for a Welcome Voucher.

3. Participating in the Chippie Rewards Program – Existing Members

- 3.1 Each Existing Member that as at 30 November 2022 meets the requirements set out in Section 2.2 above and has a valid email address registered with Cheap as Chips, is automatically accepted as a Registered Member in the Chippie Rewards Program on and from that date, unless the Existing Member opts out of the Chippie Rewards Program by contacting Cheap as Chips (via the contact details set out below or via the opt out process sent to Existing Members).
- 3.2 Any benefits issued to Existing Members under the Prior Program terms will be honoured by Cheap as Chips in accordance with those Prior Program terms.

- 3.3 By participating in the Chippie Rewards Program (including by earning or redeeming Chippie Rewards Points), or by not opting out of the Chippie Rewards Program following receipt of the notice (regarding the changes to the Program) sent to the Existing Member, or by applying separately to become a Registered Member of the Chippie Rewards Program, each Existing Member:
- (a) agrees he/she is a Registered Member under these Terms and Conditions; and
 - (b) agrees to be bound by these Terms and Conditions, in the form presented on the Cheap as Chips Website, including any changes to these Terms and Conditions under Section 20.

4. Registered Member Program Accounts and transactions

4.1 Registered Members:

- (a) will have online access to their Program Accounts at the Cheap as Chips Website;
- (b) must not allow any third party to access or perform any transaction using the Registered Member's Program Account; and
- (c) cannot and must not transfer their Program Account or any Benefits to another person.

4.2 Registered Members may only change their Program Account personal details by logging in to their Program Account online at the Cheap as Chips Website using the valid email address and password recorded in the Program registration details for the Registered Member (or, if that is not practical, by another process agreed with Cheap as Chips). It is a Member's responsibility to update their Program Account details including their registered email address, first name and surname, birth date, phone and postal address. The Member's registered email address, first name and surname, birth date, phone and postal address may be used for security purposes to identify a Member or confirm Points or Benefits transactions on the Member's Program Account. If a Member has not provided or updated Cheap as Chips with the correct details, Cheap as Chips may not be able to contact the Member about their membership, Benefits or other special offers.

4.3 Cheap as Chips reserves the right, at any time and in its discretion, to:

- (a) require a Registered Member to provide to Cheap as Chips proof of identification (in a form acceptable to Cheap as Chips) for Cheap as Chips to verify the authenticity of a Member's membership and compliance with these Terms and Conditions. Failure to provide proof of identification may result in termination of a Member's involvement in the Chippie Rewards Program; and/or
- (b) require a Registered Member to present the Registered Member's Chippie Rewards Barcode before making or processing any transaction on the Member's Program Account or making any change to the Member's Program Account details. If so requested and the Registered Member cannot present his/her Chippie Rewards Barcode, the relevant transaction or change will not be completed unless the Registered Member can be identified by another process acceptable to Cheap as Chips in its sole discretion.

5. Member's Credentials

5.1 Cheap as Chips does not issue physical loyalty cards for the Program. Cheap as Chips will instead issue electronically to each Registered Member a Member's Barcode that identifies the Member.

5.2 Each Member is also required to have a valid email address as part of the registration details held by Cheap as Chips and set up a password in order to login to the online Program portal at the Cheap as Chips Website.

5.3 It is the Member's responsibility to protect and safeguard the Member's Barcode and the Member's password for online Program login (Member's Credentials**). Each Registered Member must not provide any third party with access to the Member's Credentials or allow any third party to use the Member's Credentials. The Registered Member is responsible for:**

- (a) all activities conducted using the Member's Credentials (or using any alternative personal details or identification provided to Cheap as Chips which confirms the Member's registration details held by Cheap as Chips); and

- (b) notifying Cheap as Chips if there has been any access by any third party to the Member's Credentials or the Member's Program Account.

6. Termination or suspension of participation in the Chippie Rewards Program

6.1 Registered Members must not:

- (a) breach the law in respect of their interactions with Cheap as Chip or the Program;
- (b) supply false or misleading information, or make any misrepresentation, to Cheap as Chips or Cheap as Chips personnel;
- (c) act in an abusive or offensive manner to any Cheap as Chips personnel and customers;
or
- (d) otherwise breach these Terms and Conditions, or cause a breach of these Terms and Conditions.

6.2 If a Registered Member has breached these Terms and Conditions, Cheap as Chips may do any one or more of the following:

- (a) suspend the operation of the Registered Member's Program Account;
- (b) suspend the ability of the Registered Member to earn and/or redeem Chippie Rewards Points;
- (c) suspend any or all Benefits of the Member or reverse or cancel any Chippie Rewards Points or other Benefits awarded to the Member; or
- (d) close the Registered Member's Program Account and terminate the Registered Member's registration as a Registered Member and participation in the Program.

6.3 Subject to Section 11.3, Cheap as Chips will notify a Registered Member when Cheap as Chips takes any of the actions described above and, if requested by the Registered Member, will provide reasonable details of the reason for that action.

6.4 Registered Members may cancel their participation in the Chippie Rewards Program on written notice to Cheap as Chips. Upon receipt of such request, Cheap as Chips will close the relevant Program Account and terminate the Registered Member's registration as a Registered Member and participation in the Program.

7. Earning Chippie Rewards Points

7.1 Registered Members may earn Chippie Rewards Points (including bonus Chippie Rewards Points arising from promotional offers by Cheap as Chips) on purchases of eligible products from Cheap as Chips (In-Store or through the Cheap as Chips Website) from the date the customer becomes a Registered Member.

7.2 Eligible products and the rates and terms and conditions on which Chippie Rewards Points are earned on eligible products are described on the Cheap as Chips Website from time to time and are subject to change. As at the Effective Date, Chippie Rewards Points (excluding bonus Chippie Rewards Points) are earned at a rate of 2 (two) Chippie Rewards Points per A\$1 (including GST) spent by Registered Members on purchases of eligible products from Cheap as Chips (In-Store or through the Cheap as Chips Website) (Base Points Earn**).**

7.3 Chippie Rewards Points will be credited to each Program Account as soon as practicable after the relevant eligible purchase has been completed. Chippie Rewards Points will be credited to Program Accounts based on the relevant purchase data recorded by Cheap as Chips.

7.4 Registered Members are responsible for monitoring the balance of Chippie Rewards Points in their Program Accounts and must notify Cheap as Chips of any error or inaccuracy within 6 months after the date of the relevant transaction. Cheap as Chips will investigate the error or inaccuracy, and correct any Program Account error or inaccuracy where reasonably possible.

7.5 Chippie Rewards Points are not transferable under any circumstances (unless separately approved by Cheap as Chips).

7.6 Chippie Rewards Points are not money and cannot be converted to or exchanged for money.

7.7 Subject to Section 4.3:

- (a) to earn Points for eligible purchases made online through the Cheap as Chips Website, the Registered Member must login using their password and complete the purchase transaction while logged in; or
- (b) to earn Points for eligible purchases made In-Store, the Registered Member must have the relevant Cheap as Chips staff member at the checkout scan the Member's Barcode, or otherwise provide to the staff member at the checkout personal details or identification acceptable to Cheap as Chips (in its sole discretion) to allow the staff member, to confirm the customer is a Registered Member entitled to earn Points.

8. Earning Chippie Rewards Points – bonus offers

- 8.1 Cheap as Chips may from time to time provide Registered Members with other opportunities to earn Chippie Rewards Points (other than the Base Points Earn offer), from Cheap as Chips, such as opportunities to earn Chippie Rewards Points for completing customer surveys or to earn additional Chippie Rewards Points on purchases of certain eligible products from Cheap as Chips. The details and terms and conditions of those offers will be provided with the relevant offer and/or on the Cheap as Chips Website.
- 8.2 Not all Registered Members will receive all such bonus offers. Cheap as Chips reserves the right to make different offers available to different Members.

9. 90 day bonus Points offer

- 9.1 Cheap as Chips will provide each new Registered Member (that registers as a Registered Member on or after 30 November 2022) and each Existing Member (that does not opt out of the Program) the opportunity to earn bonus Points within the first 90 (ninety) days of membership in accordance with the terms and conditions provided with the relevant offer and/or on the Cheap as Chips Website (**First 90 days offer**). If available to a Registered Member, the First 90 days offer will be communicated directly to the Registered Member by email or will be made available via the Cheap as Chips Website.
- 9.2 Unless stated otherwise in the terms and conditions for the First 90 days offer, the terms of the First 90 days offer will include the following:
 - (a) the Registered Member will earn a bonus 200 Chippie Rewards Points after his/her 3rd (third) Earn purchase within the first 90 (ninety) days of membership; and
 - (b) for Existing Members, the start date for that 90 days period is 30 November 2022 and for all other Members, the start date for that 90 days period is the date the customer became a Registered Member.
 - (c) qualified purchases are calculated on one purchase per day, a member cannot transact three purchases all in one day to receive their 90 day bonus points offer.

10. Earning Chippie Rewards Points – exclusions

- 10.1 Chippie Rewards Points are not earned:
 - (a) on purchases of eligible products that have been cancelled, reversed, or returned; or
 - (b) on purchases of products that are not eligible for Chippie Rewards Points earn, as described on the Cheap as Chips Website; or
 - (c) on purchases of products through Marketplaces or aggregator channels where Cheap as Chips sells its products (like eBay or Amazon); or
 - (d) on purchases of products that Cheap as Chips determines (in its sole discretion) are for business, commercial or wholesale purposes or in the course of conducting a business; or
 - (e) on purchases of products from Cheap as Chips made through the Cheap as Chips wholesale store website; or
 - (f) on the purchase of gift cards.
- 10.2 Unless otherwise determined (in its sole discretion) by Cheap as Chips, Chippie Rewards Points are also not earned on purchases of eligible products made by Registered Members where Cheap as Chips does not record the Registered Member as the customer at the time of the

transaction. It is the responsibility of the Registered Member to ensure that each eligible purchase is recorded as an Earn purchase for that Member (so that Points can be allocated).

- 10.3 Without limiting Section 6.2, Cheap as Chips may deduct Chippie Rewards Points from a Program Account that relate to purchases of eligible products described in this Section 11, or that have been otherwise credited to that Program Account in error or to which the Member was not entitled. For clarity, Section 6.3 does not apply where Cheap as Chips decides to deduct Chippie Rewards Points under this Section 11.3.
- 10.4 In the event that a Registered Member redeems Points earned and then subsequently the Chippie Rewards Points earn from a prior Earn purchase is deducted in accordance with these Terms and Conditions, the Program Account of the Member may have a negative balance of Points. In this case, subsequent Earn purchases will be applied to offset the negative balance before the Member can recommence redeeming of Points.

11. Redeeming Chippie Rewards Points

11.1 Unless otherwise determined (in its sole discretion) by Cheap as Chips:

- (a) Chippie Rewards Points can only be redeemed by Registered Members for a real time 'dollars off' discount for eligible purchases from Cheap as Chips In-Store or through the Cheap as Chips Website, as described in these Terms and Conditions and on the Cheap as Chips Website; and
- (b) Chippie Rewards Points can only be redeemed by Registered Members for a real time 'dollars off' discount in the following denominations:
 - (i) 400 Points for \$5 (five Australian dollars) off the eligible purchase; or
 - (ii) 600 Points for \$10 (ten Australian dollars) off the eligible purchase; or
 - (iii) 800 Points for \$20 (twenty Australian dollars) off the eligible purchase.

11.2 For each Redemption purchase:

- (a) more than one denomination of Points redemption can be redeemed if requested by the Registered Member (provided that only the denominations outlined above can be applied), up to a maximum dollars off in one transaction of \$35 (thirty-five Australian dollars);
- (b) Points will be redeemed for the largest available denomination first, and then for the next largest, and then the next largest, etc, until all Points that the Registered Member wishes to redeem are redeemed;
- (c) no minimum spend is required for the Redemption purchase but, if the 'dollars off' value for a Redemption purchase exceeds the original dollar value of the Redemption purchase (that is, Points have been redeemed in excess of the original dollar purchase value of the Redemption purchase), the excess dollars off and excess Points redeemed will be forfeited; and
- (d) Points are not earned on the dollars off value of the Redemption purchase (but they are earned on any cash / money payment used to fund the Redemption purchase in excess of the Points redemption). For example, if a Registered Member makes an eligible purchase for \$100 from Cheap as Chips and redeems 800 Points for that purchase (being a Redemption purchase as Points are redeemed as part of the purchase), \$20 dollars off will be applied to the purchase (being the redemption value for 800 Points) at the time of purchase, and the Member will pay the remaining \$80 by cash or payment card. In this case, the Member will earn Points on the \$80 cash / payment card amount (but not on the \$20 dollars off value).

11.3 Points cannot be redeemed for cash and Points redemption cannot be:

- (a) used with any other offer or voucher or Specified Discount Benefit on the same purchase (e.g. Members cannot redeem Points and a Specified Discount Benefit on the same transaction); or
- (b) used for the purchase of gift cards or other excluded items as notified by Cheap as Chips from time to time; or

- (c) backdated or applied to a prior purchase.
- 11.4 Redemption purchases may be subject to additional terms and conditions that will be notified to Registered Members (including on the Cheap as Chips Website) prior to finalising the applicable Points redemption request.
- 11.5 Subject to Section 4.3:
 - (a) to redeem Points for eligible purchases made online through the Cheap as Chips Website, the Registered Member must login using their password and complete the purchase transaction while logged in; or
 - (b) to redeem Points for eligible purchases made In-Store, the Registered Member must have the relevant Cheap as Chips staff member at the checkout scan the Member's Barcode, or otherwise provide to the staff member at the checkout personal details or identification acceptable to Cheap as Chips (in its sole discretion) to allow the staff member, to confirm the customer is the Registered Member for the Program Account from which Points are to be redeemed.
- 12. Welcome Voucher offer**
- 12.1 Cheap as Chips will provide each new Registered Member (being any customer that registers as a Registered Member on or after 30 November 2022 but excluding each Existing Member) a Welcome Voucher as described below. Existing Members are not eligible for a Welcome Voucher.
- 12.2 Each Welcome Voucher:
 - (a) will be sent by email to the registered email address of the Member;
 - (b) can only be redeemed by Registered Members for a real time \$25 (twenty-five Australian dollars) 'dollars off' discount on an eligible purchase from Cheap as Chips In-Store or through the Cheap as Chips Website for a minimum total purchase spend in the one transaction of \$50 (fifty Australian dollars), as further described in these Terms and Conditions and on the Cheap as Chips Website; and
 - (c) must be redeemed within 14 days of the email issue date.
- 13. Birthday Voucher offer**
- 13.1 Cheap as Chips will provide a Birthday Voucher as described below to each Registered Member that:
 - (a) has a birthday after 30 November 2022 per the Member's registered birth date; and
 - (b) was a Registered Member, and included his/her birth date details in his/her registration details held by Cheap as Chips for that Registered Member, on the date that is 7 (seven) clear days before the first day of the calendar month of the Member's registered birth date, and remains a Member.
- 13.2 Each Birthday Voucher:
 - (a) will be sent by email to the registered email address of the Member around the first day of the calendar month of the Member's registered birth date;
 - (b) can only be redeemed by Registered Members for a real time \$25 (twenty-five Australian dollars) 'dollars off' discount on an eligible purchase from Cheap as Chips In-Store or through the Cheap as Chips Website for a minimum total purchase spend in the one transaction of \$50 (fifty Australian dollars), as further described in these Terms and Conditions and on the Cheap as Chips Website; and
 - (c) must be redeemed within 31 days of the email issue date.
- 14. 20% off Catalogue Wednesdays**
- 14.1 Cheap as Chips may from time to time provide Registered Members with the opportunity to obtain a real time 'dollars off' discount of 20% off the items set out in the then current Cheap as Chips sale catalogue, for purchases of those items on the applicable Wednesday only of the on sale date range for that catalogue only, in accordance with the terms and conditions provided with the relevant offer and/or on the Cheap as Chips Website (**20% off Catalogue Wednesdays offer**). If

available to a Registered Member, the 20% off Catalogue Wednesdays offer will be communicated directly to the Registered Member by email and/or will be made available via the Cheap as Chips Website.

- 14.2 The 20% off Catalogue Wednesdays offer may be subject to additional terms and conditions that will be notified to Registered Members (including on the Cheap as Chips Website) at the time of issuing the applicable current catalogue.

15. Redemption of Vouchers and other Specified Discount Benefits

- 15.1 Vouchers may also be subject to additional terms and conditions that will be notified to Registered Members (including on the Cheap as Chips Website) at the time of sending the voucher.
- 15.2 Subject to Section 4.3 and unless stated otherwise in the terms and conditions for the Specified Discount Benefit, to redeem a Specified Discount Benefit the Registered Member must:
- (a) for online purchases through the Cheap as Chips Website, enter the promotional code provided to the Member for the Specified Discount Benefit at the online checkout (once the Member has logged in); or
 - (b) for In-Store purchases, (i) have the relevant Cheap as Chips staff member at the checkout scan the Member's Barcode (or otherwise provide alternative personal details or identification acceptable to Cheap as Chips) to confirm the customer is the Registered Member, and (ii) have the staff member enter the required Specified Discount Benefit promotional code (or scan the voucher barcode).
- 15.3 Specified Discount Benefits cannot be:
- (a) used with any other offer or voucher or Specified Discount Benefit on the same purchase (including Points redemption - i.e. Members cannot redeem Points and a Specified Discount Benefit on the same transaction); or
 - (b) redeemed for cash or used for the purchase of gift cards or other excluded items as notified by Cheap as Chips from time to time; or
 - (c) backdated or applied to a prior purchase.
- 15.4 Points are not earned on the dollars off value of a Voucher (but they are earned on any cash / money payment used to fund an eligible purchase in excess of the Voucher value). For example, if a Registered Member makes an eligible purchase for \$100 from Cheap as Chips and redeems his/her Voucher for that purchase, \$25 dollars off will be applied to the purchase (being the redemption value of the Voucher) at the time of purchase, and the Member will pay the remaining \$75 by cash or payment card. In this case, the Member will earn Points on the \$75 cash / payment card amount (but not on the \$25 dollars off value).
- 15.5 Points are also not earned on the dollars off discount provided under the 20% off Catalogue Wednesdays offer (but they are earned on any cash / money payment used to fund the purchase of the relevant sale items (and other eligible products) in excess of the 20% off discount value).
- ## **16. Other terms for Points and other Benefits**
- 16.1 Points and Vouchers can only be redeemed In-Store or online through the Cheap as Chips Website in accordance with these Terms and Conditions and any other terms and conditions applicable to the applicable Benefits as notified from time to time by Cheap as Chips.
- 16.2 Points and Vouchers can only be redeemed once.
- 16.3 Points and Vouchers cannot be redeemed for Cheap as Chips wholesale purchases.
- 16.4 Points and Vouchers cannot be redeemed on Marketplaces or aggregator channels where Cheap as Chips sells its products (like eBay or Amazon).
- 16.5 If a Member wishes to return a purchase for reasons other than that the goods are faulty or misdescribed, and Cheap as Chips agrees to that return, then:
- (a) if the purchase price is to be refunded, any Points or Vouchers redeemed or used for that original purchase that is being refunded will be forfeited; and

- (b) if the returned items are to be exchanged and the purchase price is not to be refunded, any Points or Vouchers redeemed or used for that original purchase will be honoured for the exchange if the exchange is of equal or higher value to that original purchase prior to any discount or Points or Voucher redemption applied, otherwise those Points or Vouchers redeemed will be forfeited.
- 16.6 Benefits cannot be sold, transferred or assigned and are not redeemable for or converted to cash or any other Benefit.
- 16.7 Benefits must be redeemed within the time stated, or (if not so redeemed) they will expire and will no longer be able to be redeemed.
- 16.8 Cheap as Chips will not be held responsible or liable if Benefits are lost, stolen or not able to be redeemed for any reason.
- 16.9 Cheap as Chips reserves the right in its discretion to exclude certain products from the eligible products that Members may earn Points for purchasing or redeem Benefits for.
- 16.10 Not all Registered Members will receive all or the same Benefits. Cheap as Chips reserves the right to make different Benefits available to different Members.
- 16.11 Without limiting Section 6.2, Cheap as Chips may withdraw or cancel any Voucher or other Benefit provided to a Member, or allocated to a Program Account, in error or to which the Member was not entitled. For clarity, Section 6.3 does not apply where Cheap as Chips decides to withdraw or cancel any Voucher or other Benefit under this Section 17.11.

17. Activity statements

- 17.1 Registered Members may view and print statements showing details of Chippie Rewards Points earned and redeemed on their Program Account on the Cheap as Chips Website. No paper statements will be issued by Cheap as Chips.

18. Expiry of Chippie Rewards Points

- 18.1 All Chippie Rewards Points remaining in a Program Account will expire at the end of the calendar month in which the No Activity Date falls. The **"No Activity Date"** means the date that is 6 (six) months after the date of the most recent Chippie Rewards Points Earn purchase or Redemption purchase on that Program Account. For example, if a Registered Member's last Earn purchase or Redemption purchase on his/her Program Account is 7 January 2023, then the balance of Chippie Rewards Points in that Program Account will expire (and be cancelled) on 31 July 2023 (provided that the Registered Member does not earn or redeem Chippie Rewards Points in that Program Account on or before 7 July 2023).
- 18.2 Chippie Rewards Points cannot be reinstated after they have expired and been cancelled.
- 18.3 If at any time a Program Account has not had an Earn purchase or a Redemption purchase in the prior 6 (six) months and the Program Account does not have a balance of Points (or has a negative balance for any reason), Cheap as Chips may at its discretion:
 - (a) suspend all Benefits of the Member under the Program and these Terms and Conditions (including suspending any ability to earn and/or redeem Points and/or to redeem Vouchers issued under these Terms and Conditions); and/or
 - (b) close the Registered Member's Program Account and terminate the Registered Member's registration as a Registered Member.

19. Changes to the Chippie Rewards Program

- 19.1 Cheap as Chips may change the Chippie Rewards Program (including these Terms and Conditions) in its sole discretion at any time.
- 19.2 Without limiting Section 20.1, Registered Members acknowledge that Cheap as Chips may at any time change the scope of eligible products, rewards and/or Benefits in the Chippie Rewards Program, and/or the rates at which Chippie Rewards Points may be earned and/or redeemed.
- 19.3 Cheap as Chips will give notice of any change to these Terms and Conditions by posting a revised version on the Cheap as Chips Website. Cheap as Chips will use reasonable efforts to provide at least 30 days' notice of changes to the Chippie Rewards Program (including to these Terms and Conditions) that may materially adversely impact Registered Members.

- 19.4 By accepting the changed Terms and Conditions on the Cheap as Chips Website, or by continuing to participate in the Chippie Rewards Program after the effective date of changes to these Terms and Conditions (e.g., by continuing as a Registered Member, by accessing a Program Account, or by earning or redeeming Chippie Rewards Points), Registered Members agree to be bound by the changed Terms and Conditions.

20. Termination or suspension of the Chippie Rewards Program

- 20.1 Cheap as Chips may terminate or suspend the Chippie Rewards Program at any time on notice to Registered Members. Cheap as Chips will use reasonable efforts to provide at least 3 months' notice of such termination or suspension.
- 20.2 Cheap as Chips will use reasonable efforts to ensure that Registered Members can continue to redeem Chippie Rewards Points and Vouchers in accordance with these Terms and Conditions during the notice period referred to in Section 21.1.

21. Privacy and Collection Notice

- 21.1 Cheap as Chips collects:

- (a) information (including personal information) provided by Registered Members (i) in applications to participate in the Chippie Rewards Program, (ii) otherwise in the registration process, (iii) in accessing their Program Accounts, (iv) through participation in the Chippie Rewards Program (including through the earning and redeeming of Chippie Rewards Points), and (v) other information as described in the Cheap as Chips Privacy Policy; and
- (b) other information (including personal information) (i) about purchases by Registered Members from Cheap as Chips or others transactions between Registered Members and Cheap as Chips, including information about purchases of eligible products, and (ii) as described in the Cheap as Chips Privacy Policy, including information from third parties.

- 21.2 Each Registered Member consents to the collection, use, storage, and disclosure of the information described in Section 22.1 for the following purposes:

- (a) to establish and maintain Cheap as Chips' relationship with Registered Members;
- (b) to administer the Chippie Rewards Program and/or the Benefits under the Chippie Rewards Program;
- (c) to provide goods, services and/or Benefits to Registered Members;
- (d) to provide marketing (including direct marketing) and other communications relating to Benefits, products, services, promotions, specials and events to Registered Members (subject to any change by the Member to his/her marketing preferences on the Cheap as Chips Website);
- (e) to assist in identifying ways in which Cheap as Chips can provide Registered Members and other customers with a better service, or enhance the Chippie Rewards Program;
- (f) to comply with Cheap as Chips' legal and regulatory obligations and enforce any legal rights; and
- (g) any other purpose as expressly set out in the Cheap as Chips Privacy Policy.

- 21.3 Each Registered Member also consents to Cheap as Chips transferring or disclosing his/her personal information to Cheap as Chips Related Bodies Corporate and other third parties expressly covered in the Cheap as Chips Privacy Policy, including any such entities based overseas including the United States of America.

- 21.4 Registered Members can access, correct or update their information and marketing preferences on the Cheap as Chips Website. Members must ensure that the information provided is accurate, complete and current, including a valid email address. If Cheap as Chips is not provided with the information requested or the information provided is incorrect or incomplete, Cheap as Chips may be unable to register a customer as a Registered Member and/or the Registered Member may not be able to access the benefits of the Program.

- 21.5 The Cheap as Chips Privacy Policy provides further details regarding how Registered Members may lodge a complaint if they believe there has been a breach of their privacy rights, or they have

any queries, concerns or other questions regarding Cheap as Chips' collection of their personal information. Registered Members may also contact the Cheap as Chips Privacy Officer for help by emailing info@cheapaschips.com.au

- 21.6 This Section 22 survives the termination of these Terms and Conditions and the termination or suspension of the Program and each Member's membership.

22. Tax

- 22.1 There may be tax consequences arising from a Registered Member's participation in the Chippie Rewards Program, and Cheap as Chips recommends that Registered Members obtain tax advice in relation to any such tax consequences.
- 22.2 Each Registered Member is solely responsible for any tax imposed by law in connection with the Member's participation in the Chippie Rewards Program, including in relation to earning, redeeming and using Benefits, and will indemnify Cheap as Chips against any loss or claim arising out of or in connection with any such taxes.

23. Liability

- 23.1 Nothing in these Terms and Conditions is intended to exclude any laws or rights that cannot be excluded, including rights under the *Competition and Consumer Act 2010 (Cth)*.
- 23.2 Subject to Section 24.1, Cheap as Chips and its officers, employees, agents, contractors and representatives are not liable for any loss or claim of any kind arising under or in connection with these Terms and Conditions or the Chippie Rewards Program. Subject to Section 24.1, any liability that cannot be excluded will be limited to:
- (a) the cost of re-supplying the goods or services, or repairing, or paying the costs of repairing, the goods;
 - (b) reinstating or crediting the number of Chippie Rewards Points or Vouchers in dispute; or
 - (c) where the dispute or claim relates to a redemption of Points, reinstating or crediting the number of Chippie Rewards Points redeemed for the Redemption purchase.

24. Intellectual property

- 24.1 Each Registered Member acknowledges and agrees that he/she has no rights or title to, or interest in, any Cheap as Chips owned intellectual property rights and that the Trade Marks, any other Cheap as Chips branding, the Program, the Registered Member database and all intellectual property rights in the Program and the Registered Member database, are owned solely by Cheap as Chips.

25. General

- 25.1 These Terms and Conditions and participation in the Chippie Rewards Program are governed by the laws of the State of South Australia, Australia, and each party submits to the non-exclusive jurisdiction of courts in that State. These Terms and Conditions constitute an agreement between each Registered Member and Cheap as Chips.
- 25.2 If any provision of these Terms and Conditions or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then the provision will so far as possible be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read down, then the provision or relevant part of it will be deemed to be void and severable and the remaining provisions of these Terms and Conditions will not be affected or impaired in any way.
- 25.3 Notices and other communications (collectively "**Notices**") provided by Cheap as Chips to a Registered Member (each a "**Recipient**") may be provided by email (to the Recipient's Registered Email address), by posting on the Cheap as Chips Website or by any other form of communication as determined by Cheap as Chips in its discretion. A Recipient will be taken to have received any such Notice upon Cheap as Chips sending such Notice to the Recipient's Registered Email address or posting it on the Cheap as Chips Website.
- 25.4 Cheap as Chips accepts no responsibility for any lost, stolen or misdirected Notice or any delay in receiving or non-receipt of any such Notice arising as a result of: (a) any Registered Email address or any other Recipient contact details held in the Recipient's Program registration details

being invalid or incorrect; and/or (b) the email systems of the Recipient malfunctioning. It is the responsibility of each Recipient to ensure that its Registered Email address and any other contact details held in its Program registration details are valid, correct and up to date.

- 25.5 Any failure or delay by Cheap as Chips in exercising its rights under these Terms and Conditions does not constitute a waiver of those rights. Any waiver by Cheap as Chips must be in writing and signed by an authorised representative of Cheap as Chips.
- 25.6 These Terms and Conditions and the Chippie Rewards Program do not apply to any Benefits issued to or earned by customers of Cheap as Chips prior to 30 November 2022 (including under the Chippie Rewards Program as it then existed).

26. Contact details

- 26.1 Registered Members may contact Program customer support if they have any questions regarding the Chippie Rewards Program or these Terms and Conditions, as follows: [Email: cservice@cheapaschips.com.au]

27. Definitions

20% off Catalogue Wednesdays or **20% off Catalogue Wednesdays offer** means the 20% discount or offer provided to a Registered Member as described in Section 15.

Base Points Earn is defined in Section 7.2.

Benefits means Points, Vouchers, the discounts and benefits associated with redeeming each of them, and any other benefits provided to Registered Members under the Chippie Rewards Program and these Terms and Conditions.

Birthday Voucher means a birthday voucher issued to a Registered Member as described in Section 14.

Cheap as Chips means Palcove Pty Ltd (trading as Cheap as Chips), A.C.N. 005 118 404, 149 Holbrooks Road, Underdale SA 5032.

Cheap as Chips Privacy Policy means the Cheap as Chips Privacy Policy available at <https://www.cheapaschips.com.au/pages/legal-t-cs>

Cheap as Chips Website means the Cheap as Chips website through which among other things Cheap as Chips sells products to consumers, and where Members can access their Program Account, currently located at <https://www.cheapaschips.com.au/> For the purposes of these Terms and Conditions, the Cheap as Chips Website does not include the Cheap as Chips wholesale store website and also does not include sales made online through any Marketplace or any aggregator channels such as eBay and Amazon.

Chippie Rewards Barcode or **Member's Barcode** means the 'Chippie Rewards' barcode issued electronically by Cheap as Chips to a Registered Member which identifies the customer as a Registered Member.

Chippie Rewards Points or **Points** means points in the Chippie Rewards Program that are credited to Program Accounts under these Terms and Conditions.

Chippie Rewards Program or **the Program** means the 'Chippie Rewards' customer loyalty and rewards program provided by Cheap as Chips under these Terms and Conditions, as the program may be amended or renamed from time to time.

Earn purchase means a purchase of eligible products from Cheap as Chips by a Registered Member (In-Store or through the Cheap as Chips Website) on which the Member earns Chippie Rewards Points.

Effective Date is defined in Section 1.1.

eligible products means goods and services offered for sale by Cheap as Chips In-Store or through the Cheap as Chips Website that when purchased by Registered Members are eligible for Chippie Rewards Points earn, or the Member can redeem Benefits for a real time 'dollars off' discount, as the case may be, as more fully described on the Cheap as Chips Website or in communications from Cheap as Chips. And an **eligible purchase** is a purchase of any such eligible products.

Existing Member means a Cheap as Chips customer that became a member of the Prior Program prior to 30 November 2022.

GST means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and its associated legislation.

In-Store means in or at a physical store or outlet owned and operated by Cheap as Chips (or its Related Bodies Corporate) where sales of eligible products take place and are processed.

Marketplaces means a multi-vendor platform where sellers can sell their products, and the marketplace owner earns a commission from each sale. For the avoidance of doubt, Marketplaces do not include the Cheap as Chips Website.

Notices is defined in Section 26.3.

Prior Program means the prior version of the Chippie Rewards program as it existed prior to 30 November 2022.

Program Account is defined in Section 2.4.

Recipient is defined in Section 26.3.

Redemption purchase means a purchase of eligible products from Cheap as Chips by a Registered Member (In-Store or through the Cheap as Chips Website) in relation to which the Member redeems Points for a real time 'dollars off' discount (whether or not an additional cash / money amount is also paid).

Registered Member or **Member** means a natural person who is registered by Cheap as Chips as a member of the Program, in accordance with these Terms and Conditions. Registered Members include Existing Members who have not opted out of the Program and whose membership has not ended.

Registered Email address means the email address held in the Program registration details for the Registered Member.

Related Bodies Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Specified Discount Benefit means any Benefit that is redeemable for a real time 'dollars off' discount on an eligible purchase (including a Welcome Voucher, a Birthday Voucher and a 20% off Catalogue Wednesdays offer), but excluding any redemption of Points.

Terms and Conditions means the terms and conditions of the Chippie Rewards Program, as published on the Cheap as Chips Website and amended from time to time.

Trade Mark means intellectual property consisting of a recognisable sign, design or expression that Cheap as Chips uses to identify products or services.

Vouchers means vouchers issued to Members and redeemable under these Terms and Conditions.

Website Terms and Conditions means the terms of use and access to either of the Cheap as Chips Website and/or the Cheap as Chips Website.

Welcome Voucher means a welcome voucher issued to a Registered Member as described in Section 13.

And references in these Terms and Conditions to **\$**, **AU\$** or **dollars** is a reference to Australian dollars.