



@europeanfoods.com.au

Terms & Conditions

Effective Date: May 3, 2021

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE CUSTOMER LOYALTY PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN OUR CUSTOMER LOYALTY PROGRAM.

These Terms and Conditions of Use apply to your access to, and participation in, The Marketplace's Loyalty Program ("My Marketplace") which is operated by The Gourmet Food Marketplace Pty Ltd t/a Marketplace. The Marketplace reserves the right to change, modify and/or eliminate the Marketplace "My Marketplace" Loyalty Program and/or all or any portion of these Terms and Conditions of Use or any policy, FAQ, or guideline pertaining to the My Marketplace Loyalty Program any time, in its sole discretion and without advance notice. Any changes or modifications will be effective immediately upon posting the revisions to www.the-marketplace.com.au, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the My Marketplace Loyalty Program confirms your acceptance of these Terms and Conditions of Use and any such changes or modifications; therefore, you should review these Terms and Conditions of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to the Rewards Program. If you do not agree to the Terms and Conditions of Use, you must stop participating in the Rewards Program.

This program is not targeted towards, nor intended for use by anyone under the age of 18. If you are under the age of 18, you may only use the My Marketplace Loyalty Program under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions of Use.

Please read our **Privacy Policy** statement carefully to understand how the Marketplace collects, uses and discloses information about customers and how to update or change your personal information and how we communicate with you.

JOINING OUR LOYALTY PROGRAM

To enrol in the My Marketplace Loyalty Program and begin accumulating points register instore at the Marketplace, 90 Frobisher Street, Osborne Park. The registration process requires that you provide the following information: first name, last name, email address, mobile number and ABN if applicable.

EARNING POINTS

The benefits that are available to you through the My Marketplace Loyalty Program are based on the number of "Points" that you earn. Reward Program points can only be earned for rewarded actions once the Reward Program began on May 3, 2021.

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Earning Points on Purchases.

You can earn Points by making purchases at the Marketplace. You will earn Points for every dollar spent on products you purchase, excluding shipping and handling fees, at the rate of one (1) Point for each One Dollar (\$1.00) you spend. Some exclusions apply. For example, you cannot earn Points on shipping and handling fees. Points are awarded in whole amounts, rounded to the nearest dollar. Spending \$1.01 earns you one (1) Point. Spending \$1.99 earns you one (2) Point. Points may not be earned and awarded in fractional amounts.

Earning Points for Completing a Product Review

You may also earn points by posting a review on our Facebook page (<https://www.facebook.com/europeanfoodsau>) on any experience you have had at the Marketplace. Each review will accrue 25 Points. You may not earn points for more than 5 product reviews per month. Complete the review by going to our Facebook Page and completing a Review.

Earning Points by attending a membership event (paid or complimentary)

When you reserve your space on any marketplace event through our website (www.the-marketplace.com.au) and points will be allocated to your membership.

Earning Points Through Social Media Activities

You may earn 50 Reward Points each, one time only per social media account, for liking our Facebook page, or by following our page on Instagram. To accrue points, you must click on the Facebook Like or Instagram Follow.

You may earn 25 Reward Points for making any Facebook or Instagram share. Points are accrued individually for Facebook and Instagram and can be earned individually for one (1) post within a seven (7) day period. You can earn additional points by posting something new after the seven (7) day period has passed. Points for making a Facebook and/or Instagram share need to be accompanied by your own commentary about the page you visited, our site, or the event you have booked. Consecutive or frequent posts or shares to the same page on our site or with the same commentary may result in your points being deducted. Additionally, points may be deducted for frequent posts or shares if your Facebook // Instagram account does not have at least 100 followers. Posts or shares to Facebook / Instagram accounts with no followers will not have the points rewarded. The Marketplace reserves the right to deduct points for posts and shares that seem repetitive or to accounts that do not have an adequate following.

There may be up to 48 hours delay in your points being available on your membership.

REWARD POINT AND REWARD CERTIFICATE REDEMPTION RULES

Reward Point and Reward Certificate accumulation, conversion and usage rules are as follows:

- Fractional points will be rounded to the nearest dollar. Ex: 1 point per dollar, order value \$100.10, points earned: 100. Ex: 1 point per dollar, order value \$100.90, points earned: 101
- Purchases paid for with gift certificates will not accrue Reward Points.
- There is no limit on how many Reward Points may be accrued.
- There are no membership fees associated with the My Marketplace Loyalty Program for 2021. From 1 January 2022, there will be a monthly charge of \$5+GST.
- Points accumulated under the program are promotional and have no cash value.
- Reward points can not be transferred to another account
- Your My Marketplace Loyalty Program account is personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) My Marketplace loyalty account that is personal to you.
- Without notice to you, The Marketplace reserves the right to suspend and/or terminate your account and/or your participation in My Marketplace Loyalty Program if the Marketplace determines in its sole discretion that you have violated these Terms and Conditions of Use, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. The Marketplace may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in My Marketplace Loyalty Program is terminated, then all accumulated Reward Points in your account are void.
- The Marketplace reserves the right to terminate, discontinue or cancel the My Marketplace Loyalty Program at any time and in its sole discretion without notice to you.

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The Marketplace makes no representations, warranties or conditions of any kind, express or implied, with respect to the My Marketplace Loyalty Program , including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. The Marketplace does not represent or warrant that your Customer Reward Points will always be accessible or accepted.

The Marketplace shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall The Marketplace or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a My Marketplace Loyalty Program account through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

Assignment

We may assign all or part of this agreement without such assignment being considered a change to the agreement, and without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

Entire Agreement

This agreement is the complete and exclusive statement of agreement between you and the Marketplace, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.