

To the fullest extent legally permissible all dealings between members of the Lifestyle Rewards Program [“Members”] and Club Lifestyle Pty Ltd A.C.N. 114 845 715 (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) [“CL”] relating to any services provided and/or to be provided as part of the Lifestyle Rewards Program [the “Services”] are subject to the following **Program Terms & Conditions** unless otherwise agreed in writing:

1. Acceptance of Program Terms and Conditions: (a) Your access to and use of the Lifestyle Rewards Program is conditional on your acceptance of and compliance with the Program Terms & Conditions. (b) You shall be deemed to have agreed to the Program Terms & Conditions by your continued use of and/or continued access to the Lifestyle Rewards Program. (c) CL may amend the Program Terms & Conditions at any time by posting the amended terms and conditions on the CL website. The amended Program Terms & Conditions shall be deemed to be binding and effective immediately. Accordingly, you should periodically review the Program Terms & Conditions. (d) Any violation by you of the Program Terms & Conditions will result in immediate forfeiture of your right to use and access the Lifestyle Rewards Program.

2. CL's obligations: (a) CL shall provide access to the Lifestyle Rewards Program to Members. (b) CL may from time to time and in its absolute discretion change the content of the Lifestyle Rewards Program provided always that such change does not fundamentally alter the benefits contained in the Lifestyle Rewards Program. (c) CL shall review its agreements with third party suppliers from time to time and shall use its best endeavours to ensure that third party suppliers comply with the terms on which goods and/or services are offered as part of the Lifestyle Rewards Program. (d) CL shall use its best endeavours to assist Members in respect of rectifying any alleged failure by third party suppliers to meet or perform any obligation to provide goods and/or services to Members.

3. Limitation of Liability: (a) You acknowledge that CL acts at all times as agent for a disclosed principal in respect of any dealings between Members and third party suppliers. (b) All goods and/or services provided by third party suppliers pursuant to the Lifestyle Rewards Program shall be subject to all usual trading terms of each of the third party suppliers as are applicable from time to time. (c) You shall rely on your own knowledge and expertise in selecting any third party suppliers and/or third party suppliers' goods and/or services for any purpose and any advice and/or assistance given by or for CL shall be at your risk and shall not be or deemed to be given as expert or advisor nor to have been relied on by you or anyone claiming through you. (d) CL shall not be liable for (i) any claim, loss or expense in any way caused and/or contributed to by you, the third party suppliers and/or any other third party; (ii) any consequential loss and/or any special and/or punitive damages through any fault of CL; or (iii) any failure to comply with any special requirements of Members.

4. Restrictions on use: (a) Your Lifestyle Rewards Card remains at all times the property of CL. (b) The Lifestyle Rewards Program is available only for your personal, non-commercial use and CL may in its absolute discretion refuse to supply Services if CL believes (whether reasonably or otherwise) that you intend to use the Lifestyle Rewards Program for any other purpose. (c) Any gift cards, vouchers and/or tickets with a market value of AUD\$750.00 or greater ordered in a single transaction by Members as part of the Lifestyle Rewards Program must be delivered via registered post and at the Members' expense entirely.

5. General: (a) No terms and conditions sought to be imposed on CL by Members shall apply. (b) Each provision of the Program Terms & Conditions is severable from the others and no severance of a provision will operate to affect any other provision. (c) The Program Terms & Conditions are governed by and shall be construed in accordance with the laws in the State of Victoria, Australia and Members and CL irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Victoria. (d) The Program Terms & Conditions constitute the entire agreement between Members and CL and all previous negotiations, representations and the like are merged in and superseded by the Program Terms & Conditions and shall not otherwise apply.

Should you require any further information please contact us on ph. 1300 887 737 or send us an email at info@clublifestyle.com.au.