

Chemist Discount Centre Club Card Program Terms and Conditions

Chemist Discount Centre Club Card (the **Program**) is a customer loyalty program managed and operated by Chemist Discount Centre Services Pty Ltd (ABN 46160 755 439) (**Chemist Discount Centre**) for the benefit of customers of pharmacies operating under the "Chemist Discount Centre" banner (**Participating Pharmacies**).

Participation and Membership

1. By providing personal information to a Participating Pharmacy (**Your Participating Pharmacy**) for the purpose of the Program, **You** (being the person who has provided the personal information) agree:
 - (i) to these Terms and Conditions which govern the operation of the Program; and
 - (ii) to the collection, use and disclosure of Your Personal Information in accordance with these Terms and Conditions; and
 - (iii) to become a member of the Program (**Club Card Member**),and any rights you grant to Chemist Discount Centre under these Terms and Conditions may be exercised by Chemist Discount Centre and /or Your Participating Pharmacy as applicable.
2. On becoming a member of the Program, You may be issued with a membership card (**Club Card**). However, some Participating Pharmacies operate on a cardless account basis. The Club Card Member is the person in whose name the account is held, irrespective of whether a card is held or who holds the card. The benefits of the Program (including Reward Discounts, Vouchers and other offers) are personal to you and may only be redeemed by you as the Club Card Member or Your authorised representative on your behalf.
3. Chemist Discount Centre reserves to the right to remove You as a Club Card Member if:
 - (i) the information you have provided is not Your personal information; or
 - (ii) you are not over 18 years old; or have not provided evidence of that you are over 18 at the request of Chemist Discount Centre or Your Participating Pharmacy; or
 - (iii) any information you have provided Chemist Discount Centre or Your Participating Pharmacy is inaccurate, incorrect or misleading in any material way.
4. The benefits of the Program (including Reward Discounts, Vouchers, and other offers) may be used at any Chemist Discount Centre pharmacy, unless otherwise specified on an offer.
5. Chemist Discount Centre reserves the right to withdraw the card or your membership as a Club Card Member if
 - (i) Your Participating Pharmacy's association with Chemist Discount Centre terminates or expires; or
 - (ii) Chemist Discount Centre withdraws the Program on a national basis,and where possible Chemist Discount Centre will use best endeavours to provide you reasonable notice of this.
6. For the avoidance of doubt, the Club Card cannot be used as a credit or guarantee card.

Earning and Redeeming Club Card Rewards

7. You will earn 2 "Club Card Rewards Points" (**Points**) for every \$1 spent at Chemist Discount Centre pharmacies on Qualifying Purchases of \$1 or more. Purchases will be rounded down to the nearest \$1 spent, inclusive of GST.
8. To earn Club Card Rewards, You must present Your Club Card at time of purchase (where you have one) or otherwise advise Your Participating Pharmacy you are a Club Card Member. Points cannot be claimed retrospectively, unless authorised by Your Participating Pharmacy. Points will be recorded on Your account held by Chemist Discount Centre, which (if applicable) is associated with your Club Card. The number of Club Card Rewards Points

you have accumulated will be printed at the bottom of the receipt each time you scan your card or advise Your Participating Pharmacy that you wish the Qualifying Purchase to earn Points for the Program.

9. Each Club Card Rewards Point then translates to a 1 cent Reward Discount. So if you spend \$100, you earn 200 Club Card Rewards Points and will obtain a credit of a Reward Discount to the value of \$2.00 which can be redeemed on Qualifying Purchases.
10. The redemption of Reward Discounts in conjunction with other offers, gift vouchers and lay-buy purchases is at the discretion of Your Participating Pharmacy.
11. Club Card Members will be eligible to redeem their Rewards Points to pay for the whole or part of any Qualifying Purchase; there is no minimum or maximum redemption requirement.
12. The rate of earning Reward Discounts for each Club Card Point may be changed at the sole discretion of Chemist Discount Centre by advising you by way of an e-mail and/or SMS notification and/or by Your Participating Pharmacy displaying a notice to that effect at the Point of Sale. Any change does not affect your Reward Discounts earned prior to the date of any such change and any Club Card Rewards Points may be adjusted to ensure your Reward Discounts earned remain unaffected.
13. A Qualifying Purchase is each purchase that is not for:
 - (i) a prescription item; or
 - (ii) a schedule 3 (Pharmacist Only) medication
 - (iii) health services (such as a vaccinations or opioid substitution program services) that are subsidised by the government; or
 - (iv) certain goods or services nominated by Chemist Discount Centre or Your Participating Pharmacy (which may include low value items, nappies or infant formula). For more details ask Your Participating Pharmacy.
14. Chemist Discount Centre reserves the right to withdraw, limit, alter or amend Your Club Card Rewards balance at any time, in the event of an error (technical or human) or suspected fraud.
15. Unredeemed Club Card Rewards Points expire after 24 months. Even if Points have expired, Your account will remain active.
16. Bonus Points may be offered from time to time during special promotions on selected merchandise and can be earned in addition to standard Club Card Rewards Points, and may be subject to separate terms.
17. Except as expressly provided by these terms and conditions, Club Card Rewards Points cannot be exchanged for cash and cannot be sold, transferred, assigned or otherwise dealt with. In some special occasions gifting to a charitable organisation may be offered as an option for a particular offer.
18. Sign-Up Reward Vouchers will only be awarded to You if You provide a valid email address at the time of joining the Program. The value of the Sign-Up Voucher is \$5, and it's available for use on the second transaction made when using the same Chemist Discount Centre Club Card, with a minimum spend of \$25 on Qualifying Purchases. Sign-Up Vouchers are valid for 30 days from date of issue. Conditions and value of the Sign-Up Voucher may vary from time to time, and these conditions are stated on the welcome email sent at the time on joining the Program.

19. Birthday Reward Vouchers will only be awarded to You if You provide both a valid email address and your date of birth prior to your birthday. The value of the Birthday Voucher is \$5, and it is available for use on Qualifying Purchases made when using the same Chemist Discount Centre Club Card, with a minimum spend of \$25. Birthday Vouchers are valid for 30 days from date of issue. Conditions and value of the Birthday Voucher may vary from time to time, and these conditions are stated on the birthday email sent at the time the Birthday Voucher is generated.
20. No Voucher (including Birthday, Sign-up, Price, and Special Offer Vouchers) can be redeemed for cash, and Vouchers cannot be sold, transferred, assigned, or otherwise dealt with except in accordance with these terms and conditions.
21. Vouchers vary for each promotion and are at the sole discretion of Chemist Discount Centre and/or Your Participating Pharmacy. Vouchers must be redeemed by You before the expiry date at Your Participating Pharmacy and cannot be exchanged or returned.
22. Your Participating Pharmacy is entitled to assume, on presentation of a voucher, that the presenter is You, or has Your authorisation to request and receive the Special Reward, Special Prize or Special Offer. Your Participating Pharmacy is entitled to request some form of identification from the bearer of the Voucher, but it not obliged to verify the holder of the voucher is You.

Use of the Club Card

23. The Club Card may be used at any Chemist Discount Centre pharmacy to earn and redeem rewards, unless the offer specifies availability at certain Participating Pharmacies only.
24. If a Club Card is lost or stolen, You may apply for a new Club Card from Your Participating Pharmacy. Club Card Rewards Points credited to the lost or stolen card will be transferred to any replacement card where possible, but it is Your responsibility to contact Your Participating Pharmacy to enable these processes to take place. Chemist Discount Centre and Your Participating Pharmacy take no responsibility or liability for Club Card Reward Points that You may lose in the event of another individual using Your lost or stolen card or a technical error has occurred, and we cannot transfer your Points.
25. You may obtain a replacement card for a damaged Club Card by taking the damaged card into Your Participating Pharmacy. Where possible, any Club Card Rewards recorded on the damaged card will be transferred to the replacement Club Card.

Privacy

26. Personal and other information concerning You including information disclosed on Your enrolment for the Program and information about Your use of the Club Card (**Your Information**) is collected by Your Participating Pharmacy and Chemist Discount Centre.
27. Your Information is being collected for the purposes of administering, operating, and managing the Program that you have signed up to, as well as activities relating to the promotion, planning, researching, and marketing of Chemist Discount Centre's and Your Participating Pharmacy's goods, services or product. Your Information may also be deidentified and aggregated for use in marketing and research purposes.
28. By joining Program you understand that you may receive communications from Chemist Discount Centre and/or Your Participating Pharmacy via email, SMS, or direct mail, from time to time and that You have the option to unsubscribe from any form of communication at any time.

29. By continuing to participate in the Program, you confirm your consent to the collection, storage, disclosure, and use of Your Information as outlined in these Terms and Conditions. If you no longer consent to the collection, storage, disclosure, and use of Your Information, please contact us at info@cdcpharmacy.com.au and Your information will be removed from Chemist Discount Centre's database. Your withdrawal of your consent means that You will not be able to participate in the Program, and any accumulated Points and associated Reward Discounts that you may be entitled to will be lost.
30. In addition to Chemist Discount Centre and Your Participating Pharmacy disclosing Your Information to each other, Your information may be disclosed to Chemist Discount Centre's affiliates for the purposes of assisting Chemist Discount Centre and its affiliates to meet the objectives disclosed in clause 27 above. Prize and Special Offer providers may also be given Your Information as required to issue a prize (for example if the prize involves a flight, Your Information may be provided to the provider of that flight). Your Information is unlikely to be disclosed by Chemist Discount Centre to any entity overseas.
31. You acknowledge that as a condition to accepting any Special Reward, Special Prize, or Special Offer, you agree that Chemist Discount Centre and Your Participating Pharmacy may use your name and a photograph of you in any associated promotional material, and that your acceptance of such Special Reward, Special Prize or Special Offer is confirmation of your consent to this.
32. For further information on how Chemist Discount Centre and its affiliates deal with personal information, how You may access personal information held by them, how you may wish to request a correction or make a complaint about a breach of the Australian Privacy Principles and how Chemist Discount Centre will deal with those matters, please refer to the [privacy policy](#) of Independent Pharmacies Australia (IPA) (of which Chemist Discount Centre is a member).
33. The terms of clauses 26 to 32 constitute Chemist Discount Centre's Privacy Collection Statement which only applies with respect to Chemist Discount Centre's collection, use and disclosure of Your Information.
34. You should separately contact Your Participating Pharmacy for details of how it deals with personal information or any privacy concerns you may have, which may include your withdrawal of your consent to Your Participating Pharmacy holding Your Information.

General

35. To the maximum extent permitted by law, Chemist Discount Centre is not liable to you for:
 - (i) any unavailability of your account or any interruption or disruption to the provision of associated services relating to the Program; or
 - (ii) illegal use of or misuse of your Club Card, data or account.
36. The benefit of any exclusion or limitation of liability in these terms and conditions also applies to any affiliate of Chemist Discount Centre that assists with the provision of the Program and Your Participating Pharmacy.
37. No act or omission by Chemist Discount Centre, its affiliates or Your Participating Pharmacy constitutes a waiver of any rights that it has or may have, unless confirmed in writing and signed by that party.

38. If any provision of these Terms and Conditions is void, voidable, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable, or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly. If, notwithstanding the foregoing, a provision is still void, voidable, unenforceable, or illegal:
- (i) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
 - (ii) in any other case, the whole provision is severed,
and the remainder of these Terms and Conditions will be of full force and effect.
39. Chemist Discount Centre is the operator and owner of the Club Card Program. Communications to Chemist Discount Centre, can be sent to c/o Independent Pharmacies Australia, 15-17 Chapel Street, Cremorne VIC 3121.
40. These Terms and Conditions are governed by and construed in accordance with the laws of Victoria and the courts of Victoria have the exclusive jurisdiction to determine any matter, issue or dispute resulting from, or otherwise in connection with, these Terms and Conditions.