

Independent Pharmacies of Australia Rewards Program Terms & Conditions

Independent Pharmacies of Australia offers a customer loyalty program (the Program) managed and operated by Independent Pharmacies of Australia Group (IPA) ABN 73 609 137 546 on behalf of certain pharmacies (Participating Pharmacies) for the benefits of their customers.

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:
 - to these Terms and Conditions which govern the operation of the Program; and
 - to the collection, use and disclosure of Your Personal Information in accordance with these Terms and Conditions; and
 - to become a member of the Rewards Program (*Loyalty Member*),and any rights you grant to IPA under these Terms and Conditions may be exercised by IPA and /or Your Participating Pharmacy as appropriate.
2. On becoming a member of the Program, You may be issued with a Rewards Card. However, some Participating Pharmacies operate on a cardless account basis. The Loyalty 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 may only be redeemed by you as the Loyalty Member or Your authorised representative on your behalf.
3. IPA reserves the right to remove You as a Loyalty Member if:
 - the information you have provided is not Your personal information; or
 - you are not over 18 years old; or
 - any information you have provided IPA or Your Participating Pharmacy is inaccurate, incorrect or misleading in any material way.
4. Subject to clause 21, the benefits of the Program (including Reward Discounts, Vouchers, and other offers) may only be used at Your Participating Pharmacy (i.e. the Participating Pharmacy at which you first signed up for the Program).
5. IPA reserves the right to withdraw the card or your membership as a Loyalty Member if
 - Your Participating Pharmacy withdraws from the Program; or
 - Your Participating Pharmacy's affiliation with IPA terminates or expires; or
 - IPA withdraws the Program on a national basis, and where possible IPA will use best endeavours to provide you reasonable notice of this.
6. For the avoidance of doubt, the Loyalty Rewards Card cannot be used as a credit or guarantee card.

Earning and Redeeming Loyalty Rewards

7. You will earn 1 "Loyalty Rewards Point" (*Point*) for every \$1 spent at Your Participating Pharmacy on Qualifying Purchases. Purchases will be rounded down to the nearest \$1 spent, inclusive of GST.

8. To earn Loyalty Rewards, You must present Your Loyalty Rewards Card at time of purchase (where you have one) or otherwise advise Your Participating Pharmacy you are a Loyalty Member. Points cannot be claimed retrospectively, unless authorised by Your Participating Pharmacy. Points will be recorded on Your account held by IPA, which (if applicable) is associated with your Loyalty Rewards Card. The number of Loyalty 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 Loyalty Rewards Point then translates to a Reward Discount. The rewards rate is 5% for every Loyalty Rewards Point earned. If you spend \$100, you earn 100 Loyalty Reward Points and will obtain a credit of a Reward Discount to the value of \$5.00 which can be redeemed on Qualifying Purchases.
10. Your Participating Pharmacy may set a minimum number of Loyalty Rewards Points to be reached before allowing redemption.
11. The rate of earning Reward Discounts for each Loyalty Rewards Point may be changed at the sole discretion of Your Participating Pharmacy 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 Loyalty Rewards Points may be adjusted to ensure your Reward Discounts earned remain unaffected.
12. A Qualifying Purchase is each purchase that is not for:
 - a prescription item; or
 - a health service (such as a vaccinations or opioid substitution program services); or
 - certain low margin items nominated by Your Participating Pharmacy (which may include nappies or infant formula). For more details ask Your Participating Pharmacy.
13. IPA reserves the right to withdraw, limit, alter or amend Your Loyalty Rewards balances at any time, in the event of an error (technical or human) or suspected fraud.
14. Unredeemed Loyalty Rewards Points expire after 24 months. Even if Points have expired, Your account will remain active.
15. Bonus Points may be offered from time to time during special promotions on selected merchandise and can be earned in addition to standard Loyalty Rewards Points, and may be subject to separate terms.
16. Except as expressly provided by these terms and conditions, Loyalty 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.
17. Birthday and Sign-Up Reward Vouchers or Bonus Points will only be awarded to You if You provide a valid email address. The value of these Reward Vouchers is \$5.

18. All Vouchers (including Birthday, Sign-up, Price, and Special Offer Vouchers) cannot be redeemed for cash and cannot be sold, transferred, assigned, or otherwise dealt with except in accordance with these terms and conditions.
19. Offer of vouchers or bonus points may vary for each promotion and are at the sole discretion of IPA and/or Your Participating Pharmacy. The gift must be redeemed by You before the expiry date at Your Participating Pharmacy and cannot be exchanged or returned.
20. 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.

Use of the Loyalty Rewards Card

21. The Loyalty Rewards Card may only be used at Your Participating Pharmacy (i.e. where you first signed up for the Program, unless Your Participating Pharmacy is part of a network of local area IPA member pharmacies which allows the sharing of Loyalty Rewards between its pharmacies (in which case all those pharmacies are deemed to be Your Participating Pharmacy). You should assume that Your Participating Pharmacy is not part of a network of pharmacies, unless you have been expressly advised of this and which pharmacies form part of that network.
22. If a Loyalty Rewards Card is lost or stolen, You may apply for a new Loyalty Rewards Card from Your Participating Pharmacy. Loyalty 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. IPA and Your Participating Pharmacy take no responsibility or liability for Loyalty 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.
23. You may obtain a replacement card for a damaged Loyalty Rewards Card by taking the damaged card into Your Participating Pharmacy. Where possible, any Loyalty Rewards recorded on the damaged card will be transferred to the replacement Loyalty Rewards Card.

Privacy

24. Personal and other information concerning You including information disclosed on the enrolment form and information about Your use of the Loyalty Rewards Card (*Your Information*) is collected by Your Participating Pharmacy and IPA.
25. Your Information is being collected for the purposes of administering, operating, and managing the Loyalty Rewards Program that you have signed up to, as well as activities relating to the promotion, planning, researching and marketing of IPA's and Your Participating Pharmacy's goods, services or product.
26. By joining the Loyalty Rewards program in Your Participating Pharmacy you understand that you may receive communications from IPA 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.

27. 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 support@knowitall.net.au and Your information will be removed from IPA's database. Your withdrawal of your consent means that You will not be able to participate in the Program.
28. In addition to IPA and Your Participating Pharmacy disclosing Your Information to each other, Your information may be disclosed to IPA's affiliates for the purposes of assisting IPA and its affiliates to meet the objectives disclosed in clause 25 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 IPA to any entity overseas.
29. You acknowledge that as a condition to accepting any Special Reward, Special Prize, or Special Offer, you agree that IPA 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.
30. For further information on how IPA 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 IPA will deal with those matters, please refer to the privacy policy of the Independent Pharmacies of Australia Group.
31. The terms of clauses 24 to 30 constitute IPA's Privacy Collection Statement which only applies with respect to IPA's collection, use and disclosure of Your Information.
32. 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

33. IPA is not liable to you for:
 - any unavailability of your account or any interruption or disruption to the provision of associated services relating to the Program; or
 - illegal use of or misuse of your Loyalty Rewards Card or account; or
 - any injury or loss that results from your participation in any way in the Loyalty Rewards Program.
34. The benefit of any exclusion or limitation of liability in these terms and conditions also applies to any affiliate of IPA that assists with the provision of the Program and Your Participating Pharmacy.

35. No act or omission by IPA, 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.
36. 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:
- Pharmacy 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
 - in any other case, the whole provision is severed, and the remainder of these Terms and Conditions will be of full force and effect.
37. IPA is the operator and owner of the Loyalty Rewards Program. Communications to IPA, can be sent to Independent Pharmacies of Australia Group, 15-17 Chapel Street, Cremorne VIC 3121.
38. 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.