

THE HAPPY APPLE

TERMS AND CONDITIONS – HAPPY REWARDS LOYALTY PROGRAM

Application of the Terms and Conditions

The Happy Rewards Loyalty Program is provided by The Happy Apple ABN 12166233263 (The Happy Apple, **we, us** or **our**).

This document sets out the terms and conditions applicable to a customer's (**you, your**) use of and access to the Loyalty Program (**Terms**). These Terms, in conjunction with The Happy Apple Privacy Policy, govern your use of the Loyalty Program.

As a member of the Loyalty Program, you are deemed to agree to be bound by these Terms, as updated from time to time in accordance with the Terms.

Registration

Individuals may register for the Loyalty Program:

- Through the Go Rewards Application (the Go Rewards App) (Registered Account); or
- By providing their phone number and first name at checkout when making a purchase in store at The Happy Apple (Lite Account).

Registered Account Process

In order to access and fully utilise the Loyalty Program within the Go Rewards App, you will need to be a Go Rewards member. For details of the Go Rewards App registration requirements, please refer to the Go Rewards App Terms of Service.

To register as a Go Rewards member, you will need to register with your first and last name, email address and mobile number; Once you are registered as a Go Rewards member, you will be able to register to become a member of the Loyalty Program. To register as a member of the Loyalty Program, you will need to:

- Agree to these Terms and our Privacy Policy; and

Upon completion of your membership registration, you will be given a membership account (Loyalty Program Membership) and will receive a unique identification code (Unique ID).

Lite Account Process

If you create a Lite Account in-store, your Loyalty Program functionality may be limited, and you may only be able to accrue loyalty points. To access full functionality of the Loyalty Program, you must download the Go Rewards App and complete the Registered Account Process (described above). If you create a Lite Account, we will prompt you via SMS to download the Go Rewards app and convert your Lite Account to a Registered Account.

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Eligibility and access

To be eligible to access the Loyalty Program you must:

- Be resident in Australia;
- Be over 18 years of age;
- Have a unique email address;
- Be a member of the Go Rewards App and continue to be a member of the Go Rewards App at all times while you access and participate in the Loyalty Program;

Your Loyalty Program Membership is non-transferable and can only be used and accessed by you. You may only have one Loyalty Program Membership at any time.

Earning Loyalty Benefits

When you make eligible purchases in-store or online at The Happy Apple (**Eligible Purchase**), you will be entitled to accrue Happy Rewards loyalty points and other loyalty benefits (together referred to as **Loyalty Benefits**) in the Loyalty Program.

In order to accrue Loyalty Benefits, you will need to enter your Unique ID at the time of making each Eligible Purchase. To do this, either scan your digital loyalty card or provide your phone number at the register. Only 1 Unique ID can be presented in connection with each transaction.

If your Unique ID is not entered at the time of the purchase, the Loyalty Benefits will not be able to be added to your Loyalty Program Membership.

Loyalty Points

Members will accrue:

- 1 Loyalty Point for each AU\$1.00 spent on Eligible Purchases;
- AU \$5 in-store credit for every 500 of Loyalty Points accrued

Purchases of gift cards, newspapers and delivery fees do not accrue Loyalty Points.

Loyalty Points will be added to your Loyalty Program Membership within 24 hours of your Eligible Purchase

Loyalty Points expire 18 months after issue of the relevant Loyalty Points if they are not used to redeem a voucher, or to redeem any other Loyalty Benefits within that period.

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Other Loyalty Benefits:

Within the Go Rewards App, you may also access other Loyalty Benefits including:

1. Regular discounts and offers;
2. Offers on specific products; and
3. 'Boosted offers', i.e. where members can collect additional points per dollar spent on specific products for a set period of time, (Loyalty Program Offers).

New member promotion:

From the date you register your Happy Rewards account, you can earn a \$10.00 in account credit (1000 loyalty points) when you:

1. Sign up to the Go Rewards App for the first time;
2. Either sign-up to the Happy Rewards Loyalty Program, or link your existing [Smart Rewards] account to the Go Rewards App for the first time; and
3. Shop at least 2 times at The Happy Apple within 30 days of signing up to the Go Rewards App and spend at least \$50 per shop.

Refunds and returns

If you make an Eligible Purchase for which you have accrued Loyalty Points and then subsequently return the purchase for a refund, the Loyalty Points you accrued in connection with the purchase will be deducted from your member account. This may result in a negative points balance.

The Happy Apple reserves the right to remove loyalty points earned at our discretion.

Treatment of Loyalty Benefits

We reserve the right to withdraw, cancel or vary the Loyalty Benefits without notice and at any time for any reason, including without limitation where Loyalty Benefits have been awarded in error or Loyalty Benefits earned fraudulently.

Loyalty Benefits are available exclusively through the Go Rewards App. You acknowledge that The Happy Apple is solely responsible for awarding Loyalty Benefits. Go Rewards is an aggregator of loyalty programs and is not responsible for the conduct of the Loyalty Program or awarding or redemption of Loyalty Benefits.

Availability and limitations on Loyalty Benefits

All Loyalty Program Offers (and the Eligible Products which result in you earning the Loyalty Program Offer or Loyalty Benefit) are intended to be available at the time of the relevant Loyalty Program Offer. However, in the event of unexpected demand or supply issues, certain products included in a Loyalty Program Offer may be unavailable.

- Double points on specialty cheese and wine are not available in conjunction with any other promotional offers.

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Reward Discounts

Upon accumulating 500 Loyalty Points, you become eligible to redeem them for a discount of \$5 on a single in-store transaction with a minimum purchase value of \$5. To utilise your Loyalty Points, you must present and scan your loyalty card or your phone number at the point of sale prior to paying. It is your responsibility to inform the cashier of the number of points you wish to redeem, which must be in increments of [500]. You must be an active member of the Go Rewards program to redeem your points. If you have a Lite Account, you may continue to accrue and redeem Loyalty Points however your access to additional offers/boosters will be limited.

Privacy

We are committed to ensuring your privacy is protected.

We use the personal information that you have provided as part of your Loyalty Program Membership registration to manage and administer your Loyalty Program Membership. We may share this information with our service providers who assist us to manage and administer the Loyalty Program. We may also contact you to administer the Loyalty Program, to notify you about Loyalty Benefits and to provide information about the Loyalty Program. For more information, please refer to our Privacy Policy. Our Privacy Policy contains information about how you may access and seek the correction of your personal information and how to deal with any complaints you may have in relation to the treatment of your personal information.

As a condition of your Loyalty Program Membership, you also agree to us sending you electronic marketing communications from time to time. As part of your Loyalty Program Membership, you will be able to elect how we communicate with you which will generally be by email, SMS, through the Go Rewards App, mail, phone in relation to our products and services. You will also be able to change these selections after becoming a member of the Loyalty Program by updating your in app notification preferences within the Go Rewards app, or by contacting Go Rewards support to unsubscribe from marketing communications.

We will also share your details with Go Rewards. Go Rewards will require your personal information in order to administer the Go Rewards App. Go Rewards may also send you electronic marketing communications from time to time. If you wish to change how Go Rewards communicates with you, you may change these selections within the Go Rewards App.[NRFA2.1]

There are some messages that we must be able to send to you. These include, for example, messages relating to your Loyalty Program Membership and other service messages including for example, password reset messages, information about updates to these Terms and to our Privacy Policy.

We reserve the right to monitor your purchase history to ensure that any Loyalty Benefits are accumulated legitimately.

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Liability

Without excluding, restricting or modifying your rights and remedies to which you may be entitled under the consumer guarantee provisions of the Australian Consumer Law or our liabilities under those provisions:

- Our liability to you will in all other cases be limited to either: (a) the cost of re-supplying or repairing, or paying the costs or repairing any Loyalty Benefits that are goods; or (b) reinstating the number of Loyalty Points or other Loyalty Benefits in dispute;
- We will not be liable to you for indirect and consequential loss arising from or connected to these Terms in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss or corruption of data and any other commercial or economic loss of any kind) unless such loss arises as a result of our own negligence or wilful misconduct; and
- Our liability to you for loss or damage of any kind arising out of or in connection with these Terms or the Loyalty Program is reduced to the extent (if any) that you cause or contribute to the loss or damage.

We will not be liable for any tax liability incurred in connection with the Loyalty Program, including any incurred in the provision or utilisation of Loyalty Benefits.

Suspension

We may suspend your use of the Loyalty Program without prior notice at any time, including, without limitation, if we suspect that the Loyalty Program is being used otherwise than in accordance with these Terms.

Termination

We may terminate your Loyalty Program Membership, without prior notice at any time, if we find that you have breached these Terms or if we suspect fraudulent use of your Loyalty Program Membership. Upon your Loyalty Program Membership being terminated, any benefits and points accrued at the date of termination will be forfeited and may not be redeemed following termination.

We will also remove your Loyalty Program Membership account details from the Loyalty Program with the exception of the information we are required to retain in order to identify users for the purpose of preventing fraudulent misuse of The Happy Apple or for compliance with applicable law).

We may cease to offer the Loyalty Program or any of the features within the Loyalty Program at any time for any reason. We will use our reasonable endeavours to advise you in advance of doing so (to give you the opportunity to redeem any Vouchers or Loyalty Benefits, if possible). In some circumstances (for example where there has been a change of law or a technical reason which means we cannot continue to operate the Loyalty Program), we may not be able to give you advance notice of this.

You may cancel your Loyalty Program Membership at any time by opting to delete your account within account settings. As noted above, any benefits and points accrued at the date of cancellation will be forfeited and may not be redeemed following cancellation. Cancellation of your Loyalty Program Membership will not automatically terminate your account with Go Rewards. You will need to separately cancel that account if you wish to also cancel your Go Rewards account.

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Account inactivity

If your Happy Rewards accounts remains inactive for 18 consecutive months following your last transaction, your account and all associated information will be deleted, and any remaining points balance will be forfeited.

Variation of terms

We may revise these Terms from time to time and the revised version will be effective on the date we specify. If our changes to the Terms reduce your rights or increase your responsibilities, we will use our reasonable endeavours to provide at least 30 days' notice of the changes to you. If the changes do not detrimentally impact you, we may introduce the changes more quickly, without notification to you (for example where we are introducing new or improved Loyalty Benefits). In some circumstances, for example, where there has been a change in law, or where there are technical issues preventing the Loyalty Program from operating as intended, we may need to make more urgent revisions to these Terms. In that case, we will provide as much notice as we are reasonably able to.

If you continue to use the Loyalty Program after any changes to the Terms become effective, your Loyalty Program Membership will be subject to those changes. If you do not agree with any changes to the Terms, you may cancel your Loyalty Program Membership.

Support

If you have any questions relating to the Terms, please contact us by email at loyalty@thehappyapple.com.au

Assignment

Your Loyalty Benefits are personal to you. You may not transfer your Loyalty Program Membership or Loyalty Benefits to another person.

We may assign or otherwise transfer or deal with any of our rights and obligations under these Terms at any time without your prior consent. Any assignee will be subject to these Terms as if all references to [The Happy Apple] or us are references to the assignee. Following any such assignment, you may also cancel your Loyalty Program Membership.

Applicable law

These Terms are governed by and will be construed in accordance with the laws of the State of [Victoria], Australia and you submit to the jurisdiction of the Courts of [Victoria] and Courts hearing appeals from them to have non-exclusive jurisdiction in relation to these Terms.