



Runaway Bay Christmas Club Terms and Conditions

Christmas Club is operated by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (**Vicinity Centres**). The Christmas Club Gift Cards are issued by GiVV Technologies Pty Ltd (ABN 91 143 010 048) (**GiVV**). Each Member of the Christmas Club agrees to be bound by these Terms and Conditions, the Membership Application and the Direct Debit Request Form and Service Agreement (together, DDR Form). All Direct Debits must be linked to a credit or debit card. GiVV will administer the Christmas Club for and on behalf of Vicinity Centres. In these Terms and Conditions:

- a. 'DDR' means direct debit request.
- b. 'Membership' means a membership in the Christmas Club.
- c. 'Initial Value' has the meaning given to that term in clause 21.
- d. 'Membership Application' means the application form that is filled out by you to request a Membership.
- e. 'Membership Year' means August 2017 to November 2017.
- f. 'Christmas Club' means the arrangement governed by these Terms and Conditions whereby Members direct deposit money online or in-centre in prepayment for Christmas Club Gift Cards in accordance with these Terms and Conditions.
- g. 'Christmas Club Gift Card' or 'Gift Card' is your membership card that is also a loadable EFTPOS debit card. Upon completion of the Membership Year, and online activation of your card, your card will be loaded with the savings you have generated through your direct deposit and top up payments.
- h. 'Remaining Value' means at any time, that portion of the Initial Value loaded onto your Christmas Club Gift Card which is unspent which and can be accessed by using the Christmas Club Gift Card in accordance with the Card Terms of Use (see clause 29).
- i. 'Terms and Conditions' means these terms and conditions concerning the Christmas Club as amended from time to time.
- j. 'Member' or 'you' and 'your' refer to you as a member of the Christmas Club. 'We', 'our' and 'us' refer to Vicinity Centres, or if the case may require, GiVV acting for and on behalf of Vicinity Centres.
- k. 'Business Day' means a week day on which trading banks are open for the transaction of banking in your respective state.
- l. 'Activation' refers to the process of card activation after November 30 2017.
- m. '**\$5 Bonus**' means an AUD\$5 bonus from us credited to your Membership, only provided if your Membership Application is accepted by us before 11.59pm (AEST) on 12 September 2017.

Membership

1. To obtain a Membership you must:
 - a. complete the Membership Application online or in centre, and
 - b. complete the online Form and select payment method.
2. Each Membership Application is subject to acceptance by us in our sole discretion. There is no agreement between us and you until we or GiVV notify you in writing of our acceptance of your application for Membership.
3. Only Australian residents who are acting in their personal capacity and are aged 18+ are eligible to participate in the Christmas Club.

4. Your Membership commences from the time that your application is accepted by us. Once you are a Member, your Membership will continue until it is terminated in accordance with these Terms and Conditions.
5. The Membership Year ends on November 30 2017 (Membership Year End).
6. Members are defined as a Club Member - where the Member is the recipient of a Christmas Club Gift Card.
7. In these Terms and Conditions and correspondence regarding the Christmas Club, references to a Member will apply to Club Members.
8. A Member may change or update his or her Membership details at Vicinity Centres at the Customer Service Desk, located located near Big W, Runaway Bay Shopping Centre; or via phone on: 1300 764 721. Your Christmas Club Gift Card will be ready for activation from 1 December 2017.

Direct Debit Payments

9. You must make payments to acquire a Christmas Club Gift Card each Membership Year. Payments to acquire your Christmas Club Gift Card are payable by direct debit, cash or credit card (Payments). Direct Debit Payments will be deducted from your nominated personal credit card.
10. You must be the account holder of the credit or debit card from which Payments will be debited and complete the online DDR form, to allow Payments to be deducted from your nominated credit or debit card and credited to your Membership.
11. Following receipt and acceptance by us of your Membership Application and valid DDR, the Payment will be deducted from your credit or debit card on the Payment date at the frequency specified by you in the DDR. A minimum of 24 hours is required in order to process your Membership Application and DDR (or a new DDR under clause 13). If there is insufficient time to process your Membership Application and DDR prior to the first Payment date specified by you, then the first Payment date will be the next corresponding date based on the frequency specified by you.
12. You may specify the amount of the recurring Payment. However in respect of each Membership:
 - a. there is a minimum Payment amount of AUD\$20.00 per month in each Membership Year,
 - b. there is a maximum Payment amount of AUD\$1,000.00 per month in each Membership Year; and
 - c. total Payments you make in any Membership Year may not exceed AUD\$4,999.00. Any \$5 Bonus or other promotional credit received by you will form a part of the total maximum value of your Membership of AUD\$4,999.00.
13. If at any time you are unable to pay the minimum Payment amount, then you can notify Vicinity Centres at the Customer Service Desk, located located near Big W, Runaway Bay Shopping Centre; or via phone on: 1300 764 721.
14. If a payment is missed due to insufficient funds, then the following payment period will deduct the missed payment in addition to the new payment. This missed payment process will be followed three(3) times to catch up on the missed payment(s). If unsuccessful after 3 attempts the Member account is suspended. Members can contact Vicinity Centres to reactivate if approved.
15. To vary your credit or debit card details, Payment amount or frequency, you may complete a new online or in centre DDR at any time which will be processed by us under clause 13.
16. Your Payment will be debited from your credit or debit card at the close of business on each Business Day in accordance with the frequency specified by you. If a Payment date falls on a public holiday then the Payment will be made at the close of business the following Business Day.
17. A Payment may be stopped by you, provided that you visit the Customer Service Desk, located located near Big W, Runaway Bay Shopping Centre or via phone on: 1300 764

721, by midday on the Business Day prior to the relevant Payment Date, and request that the Payment for that Payment date be stopped.

Missed payments and DDR suspension

18. Neither Vicinity Centres nor GiVV is responsible or liable for charges incurred on your bank account if any Payment is declined or dishonoured by your bank or financial institution. If we are charged a fee (Dishonour Fee) by your bank or financial institution when a Payment is declined or dishonoured, we may charge you the amount of the Dishonour Fee.

19. If scheduled Payments are not made for any reason, we may in our discretion suspend the operation of the DDR and/or your Membership. If you are able to resolve the reasons for the missed Payments to our reasonable satisfaction we will reinstate your Membership.

20. If Payments exceed or are likely to exceed the total Payment limit stated in clause 12c in any Membership Year, we will suspend the operation of the DDR.

Issue of the Christmas Club Gift Cards

21. We will issue one or more Christmas Club Gift Cards following the expiry of each Membership Year End. The total of the Christmas Club Gift Card(s) will have a value equal to the total amount of Payments you have made to your Membership during that Membership Year, less any Dishonour Fees and less any fees or charges for which you may be liable under these Terms and Conditions (Initial Value). We will determine the denominations of the Christmas Club Gift Cards that will be issued to you. In most instances this will be a single card.

22. Under no circumstances will the value in any Membership Year of one or more issued Christmas Club Gift Cards for any one Membership exceed AUD\$4,999.00.

23. Each Christmas Club Gift Card(s) for a Membership Year can be activated in centre from December 1 2017. Once activated the card is ready for immediate redemption at a Vicinity Centres shopping centre. Email notifications will be sent to activate your cards. Cards must be activated by 28 February, 2018.

24. Once activated, Risk of loss and title to the Christmas Club Gift Card(s) passes to you. You are responsible for retaining and securing each Christmas Club Gift Card you possess as part of your membership - treat the Christmas Club Gift Card(s) like cash.

25. If we have complied with our legal obligations applicable to these Terms and Conditions, neither Vicinity Centres nor GiVV will be responsible or liable for any loss or damage resulting from a Christmas Club Gift Card being lost, stolen or used without your authorisation or knowledge post activation.

26. Where an issued Christmas Club Gift Card is lost during the year (prior to activation), Vicinity Centres must be notified before the activation date. Contact your Vicinity Centres shopping centre to replace your lost card. There is a \$4.95 fee to replace lost cards.

27. You must notify Vicinity Centres immediately in the event that a Christmas Club Gift Card has been lost or stolen. To the extent that we are able to, we will use reasonable endeavours to cancel any such Christmas Club Gift Card within 1 Business Day of such notification.

Use of the Christmas Club Gift Cards

28. The Christmas Club Gift Card(s) will be subject to the Card Terms and Conditions. The Card Terms and Conditions can be accessed <http://www.givvtechnologies.com/terms-and-conditions>. Please read our Card Terms of Use before applying for your Membership.

29. Gift Cards may only be used to purchase goods and services at Vicinity Centres.

30. You must treat each Card like cash, once activated.

31. Card is valid for 12 months from the activation date. Upon expiry of the Card, the Card may no longer be used, and any Remaining Value will be retained by Vicinity Centres.

32. You may check the Initial Value and Remaining Value, expiry date and transaction history online at <https://christmas-club.givv.com.au/vicinity/runawaybay>. You may be required to provide the 19 digit number that appears on the back of the Card, the PIN Code and other information for verification of identity prior to accessing the Card balance, expiry date and transaction details.

33. The Card cannot be used to obtain any cash advance and is not redeemable for cash.

34. The Card may only be used to make purchases at Vicinity Centres for a total value up to the Initial Value. If the total purchase price of goods or services you or your nominated recipient wish to purchase exceeds the Initial Value or Remaining Value of the Card, the Card can be used as a method of payment only if you or your nominated recipient are able to pay the balance of the purchase price by other methods of payment.

35. The Card may not be accepted in some service and food outlets in Vicinity Centres.

36. Other than as may be expressly provided for in these Terms and Conditions, the Card may not be cancelled or exchanged for any other type of Card or credit note.

Changes to and cancellation of the Christmas Club

37. We may in our sole and absolute discretion:

- a. restrict, suspend, discontinue or cancel the Christmas Club in whole or in part; and/or
- b. vary these Terms and Conditions, at any time upon 30 days' written notice to all active Members. Notice of any such restriction, suspension, discontinuance, cancellation or variation will also be made available at <https://christmas-club.givv.com.au/vicinity/runawaybay>.
- c. vary the Card Terms of Use in accordance with these terms;
- d. if you do not agree to the variation to these Terms and Conditions and you wish to cancel your Membership you may contact us at Vicinity Centres to cancel your membership. If you cancel your Membership as a result of a variation to the Terms and Conditions within 14 days of the variation to the Terms and Conditions you will be entitled to a refund (less any fees or charges that we may be entitled to deduct under these Terms and Conditions such as Dishonour Fees) to be paid to you by depositing the amount onto your Christmas Club Gift Card.

Suspension and cancellation of memberships and cooling off

38. We may in our discretion suspend or cancel your Membership in the event that we reasonably suspect any fraudulent activity or a breach of these Terms and Conditions concerning your Membership or use of your Christmas Club Gift Card.

39. You may cancel your Membership at any time by notifying Vicinity Centres.

40. We also may cancel your Membership at any time by notice in writing to you upon any of the following events occurring:

- a. a major breach by you of any provision of these Terms and Conditions, the Membership Application or the DDR;
- b. if you miss or suspend a Payment, become bankrupt, or have a trustee in bankruptcy or similar officer appointed in respect of all or part of your assets;
- c. in the event of your death; or
- d. in the event of your fraud or wilful misconduct.

41. Upon notification of cancellation under clause 43 or clause 44 or clause 45, your Membership immediately terminates and we will cancel your DDR. The total amount of Payments you have made to your Membership during that Membership Year as at the date of the cancellation of Membership will be returned to you in the form of a Christmas Club Gift Card which will be sent at the end of the Membership Year. The total value of the Christmas Club Gift Card will exclude:

- a. any Payments that are declined or dishonoured by your bank or financial institution;
- b. any Dishonour Fees or other charges that we are entitled to apply; and
- c. any amounts assigned to a Christmas Club Gift Card already issued by us under these Terms and Conditions.

42. We may charge a cancellation fee of \$20 to cover the administrative costs we incur associated with any cancellation and of Membership, under clauses 43 and 44 (Cancellation Fee). The Cancellation Fee will be deducted from the value of the Christmas Club Gift Card ultimately issued to you.

43. No Cancellation Fee will be charged if the Cancellation of Membership occurs:

- a. within 21 days of you applying for Membership (the Cooling Off Period);
- b. if we terminate your Membership under clause 37.

44. Where you are entitled to a refund, any funds will be paid to you by depositing the amount into the bank account you have nominated in your current DDR Form.

45. In the event that you are experiencing difficulty in keeping up your Payments for any reason, please contact Vicinity Centres to discuss your options.

Liability

46. Under the Australian Consumer Law you are entitled to warranties in relation to goods and services that cannot be excluded.

47. We are not responsible for any failures or interruptions in the provision of a Payment, EFTPOS facilities and Christmas Club Gift Card transaction functionality at Vicinity Centres.

Privacy

48. The information that you have provided in the Membership Application and DDR Form is your personal information and is necessary for us to collect in order for you to participate in the Christmas Club. We have a Privacy Policy which is available at <http://www.vicinity.com.au/privacy-policy> which tells you what information we will collect and how it will be used. Please read the Privacy Policy to ensure that you understand and agree with its terms in relation to our collection and use of your personal information.

Collection and use of your personal information

49. The information you provide will be used by Vicinity Centres PM Pty Ltd for the purpose of communicating with you as a member of the Centre's mailing list. Vicinity Centres PM Pty Ltd may collect your personal information (including through its contractors or agents) or disclose your personal information to its related companies, contractors and agents to assist in running Christmas Club, storing data or communicating with you. This may include disclosures to organisations outside Australia including in places such as Singapore and the United States. By entering this program and being a member of the Centre's mailing list, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future marketing purposes regarding the Centre, including contacting you via electronic messaging. By joining Christmas Club and being a member of the Centre's mailing list, you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <http://www.vicinity.com.au/privacy-policy> contains information about how you can seek access to the personal information Vicinity Centres PM Pty Ltd holds about you and seek the correction of such information, how you can complain about a privacy breach and how the Vicinity Centres PM Pty Ltd will deal with such a complaint.

Applicable Law

50. These Terms and Conditions, the Membership Application and the DDR Form are to be construed in accordance with the laws of NSW and are subject to the exclusive jurisdiction of the Courts of NSW.

Fees and Charges

51. Membership is free however the following fees and charges may apply:

- a. Dishonour Fee - see clause 18.
- b. Cancellation Fee - see clause 42.

Debit Request (DDR) Service Agreement

This part sets out the Member's rights, Vicinity Centres commitment to the Member and the Member's responsibilities to Vicinity Centres together with details of where you should go for assistance. Please read this DDR Service Agreement before submitting the DDR and retain this agreement for your records.

1. This DDR Service Agreement sets out the terms on which the Member has authorised Vicinity Centres, as Debit User Number 078 to arrange for payments to be made by direct debit from the Member's credit or debit card in accordance with the Member's instructions set out in the DDR, for the Member's Christmas Club.

Vicinity Centres will allow GiVV to hold the funds in a regulated bank account for processing. GiVV will also investigate any declined or dishonoured payments with the Member.

2. Vicinity Centres will give the Member at least 20 days written notice if Vicinity Centres proposes to vary this DDR Service Agreement, including details of the debit arrangements.

3. If the Member wishes to make changes to the debit arrangements, the Member will need to log onto the Christmas Club online and resubmit the DDR. These changes may include:

- a. deferring the debit; altering the timing of debits; stopping an individual debit, suspending the
- b. DDR; or
- c. cancelling the DDR completely.

If the Member would like to stop an individual direct debit or cancel the DDR completely, the Member can also contact the Member's financial institution. Any enquiries to Vicinity Centres and/or GiVV should include the Member's name and membership number.

If the Member believes that a direct debit has been initiated incorrectly, the Member can contact GiVV or contact the Member's financial institution. The Member will receive a refund of the debited amount if Vicinity Centres cannot substantiate the reason for the debit.

4. Direct debiting is not available on the full range of credit cards provided by all financial institutions. If in doubt, the Member must check with their financial institution before completing the DDR.

5. The Member should ensure that the credit card details given in the DDR are correct by checking them against a recent statement from the financial institution in which the credit card account is held.

6. By submitting this DDR, the Member warrants and represents that he/she/they is/are duly authorised to request the direct debiting of payments from the Member's credit card or bank account described in the DDR.

7. It is the Member's responsibility to have sufficient funds available in the Member's account to be debited to enable debit payments to be made in accordance with this DDR.

8. If a debit payment falls due on any day which is not a Business Day, the payment will be made on the next Business Day.

9. If a debit payment is returned unpaid, Vicinity Centres may charge the Member a Dishonour Fee for each dishonoured direct debit.

10. All personal information held by Vicinity Centres and GiVV will be kept confidential except information GiVV provides to Vicinity Centres to initiate the debit from the Member's account. See Customer Service Desk or <http://www.vicinity.com.au/privacy-policy> for the privacy statement.

11. "Member" in this DDR Service Agreement means the holder/s of the Membership (including the Member) that is named in the DDR.