

Star Discount Chemist Mobile App Super Star Rewards Terms and Conditions

1. Terms and Conditions

- 1.1 These Terms set out the terms and conditions of use of the SPG App and participation in the SPG Rewards Program.
- 1.2 By downloading, updating, accessing or otherwise using the App or participating in the Rewards Program, you agree fully with these Terms.
- 1.3 You represent and warrant that if you are downloading, updating, accessing or otherwise using the App or Rewards Program, within the Commonwealth of Australia, you are at least 18 years of age.
- 1.4 You represent and warrant that if you are downloading, updating, accessing or otherwise using the App or participating in the Rewards Program outside of the Commonwealth of Australia, you are at least the legal age of majority in the relevant jurisdiction.
- 1.5 Subject to **clause 1.7**, SPG may change or modify these Terms at any time at its absolute discretion. If SPG changes or modifies these Terms, notice of such changes or modifications may be made by notice on the App, or by such other reasonable means as determined by SPG.
- 1.6 You confirm your acceptance of any changes or modification to these Terms by downloading, updating, accessing or otherwise continuing to use the App or continuing to participate in the Rewards Program after such changes or modifications have been made.
- 1.7 If SPG wishes to change or modify these Terms in such way that impacts **clause 8.1** of these Terms, or the value of Points previously earned and accrued by a Member, SPG must give no less than three months' notice to you before making the change or modification.
- 1.8 Membership to and any related benefits of the Rewards Program are offered by SPG in its sole discretion. SPG may terminate the Rewards Program by giving no less than six months' notice.

2. Definitions

In these Terms unless the contrary intention appears:

- 2.1 '**App**' means the Star Discount Chemist mobile application;
- 2.2 '**App Virtual Card**' means a Member's virtual card which is accessed via the App or by SPG staff when attributing Points to a Member, in accordance with **clause 7.2.2**;
- 2.3 '**Excluded Purchases**' means the purchase of prescriptions or dispensary services, purchases made with gift cards and gift vouchers or any other products or services as

determined from time to time by SPG, acting reasonably, which will not earn or accrue any Points benefit for a Member;

- 2.4 **'Member'** means an individual who has registered for and obtained a Membership to the Rewards Program;
- 2.5 **'Membership'** means a Member's membership to the Rewards Program;
- 2.6 **'Points'** means Super Star Reward Points;
- 2.7 **'Rewards Program'** means the Super Star Rewards Program offered by SPG;
- 2.8 **'SPG'** means Star Pharmacy Group Pty Limited;
- 2.9 **'SPG Stores'** means the SPG stores trading as Star Discount Chemist listed at <https://stardiscountchemist.com.au/all-stores/> and as updated from time to time;
- 2.10 **'SPG Privacy Policy'** means SPG's privacy policy which is available by request addressed to SPG's Privacy Officer, by either:
- 2.10.1 Post: Star Pharmacy Group, 2/108 Rundle St, Kent Town SA 5067; or
- 2.10.2 Telephone: (08) 8443 7955; or
- 2.10.3 Email: privacy@starpharmacy.com.au; or
- 2.10.4 Web: <https://stardiscountchemist.com.au/wp-content/uploads/2019/01/Privacy-Policy.pdf> ; and
- 2.11 **'Terms'** means the terms and conditions set out in this document, as updated from time to time.

3. **Interpretation**

In these Terms unless the contrary intention appears:

- 3.1 the **singular** includes the plural and vice versa;
- 3.2 where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning;
- 3.3 a reference to a **request** or **notice** means a request or notice in writing;
- 3.4 a reference to any **party** to this or any other document includes the party's successors and permitted assigns;
- 3.5 a reference to a **document** is to that document as amended, novated, supplemented, varied or replaced from time to time and includes any annexures, schedules and appendices to that document, except to the extent prohibited by that document;
- 3.6 a reference to any **legislation** or legislative provision includes any statutory modification, substitution or re-enactment and any subordinate legislation issued under that legislation or provision;

- 3.7 a reference to **conduct** includes any act, omission, representation, statement or undertaking whether or not in writing;
- 3.8 mentioning anything after **include, includes** or **including** does not limit what else might be included;
- 3.9 the **headings** are for convenience only and do not affect the interpretation of these Terms;
- 3.10 a reference to a **month** means a calendar month; and
- 3.11 a reference to **time** means South Australian time.

4. **Use of App**

You must not:

- 4.1 use the App other than in accordance with these Terms;
- 4.2 use the App for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- 4.3 make fraudulent requests through the App;
- 4.4 use another person's details on the App;
- 4.5 tamper with or hinder the operation of the App;
- 4.6 transmit any viruses or defects or similar disabling or malicious code to or through the App;
- 4.7 alter the App or the source code of the App;
- 4.8 attempt to decompile or reverse engineer any software contained on the App;
- 4.9 remove any copyright or other proprietary notations from the App;
- 4.10 use any intellectual property of SPG contained on the App including any trade mark, logo, copyrighted image or proprietary details (consisting of images, text, page layout or type) of SPG;
- 4.11 use any meta tags or any other unseen text bearing SPG's name or trademarks;
- 4.12 use the App in any way that is likely to cause confusion among consumers, that disparages SPG or that otherwise infringes SPG's intellectual property rights;
- 4.13 abuse any of the material that appears on the App; or
- 4.14 attempt any of the above acts or engage or permit another person to do any of the above acts.

5. **Acknowledgements**

You acknowledge and agree that:

- 5.1 SPG cannot and does not warrant that the App is free from any errors, viruses or defects;
- 5.2 SPG will not be liable for any loss or damage suffered as a result of any errors, viruses or other defects on the App;
- 5.3 SPG makes no representation or warranty that the App will be available at all times, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted, or that no damage will occur to your mobile telephone, computer system or any other system;
- 5.4 you must take your own precautions to ensure that the process which you employ for accessing the App does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your mobile telephone device, computer system or any other system;
- 5.5 whilst SPG strives to protect all information made available by you on the App, SPG does not warrant and cannot ensure the security of any information which you transmit;
- 5.6 any information transmitted by you on the App is transmitted at your own risk; and
- 5.7 you will only use the App and participate in the Rewards Program for personal purposes and not for business or other profit-making purposes.

6. **Rewards Program Membership**

- 6.1 An individual may become a Member of the Rewards Program by downloading the App and registering for a Membership or at an SPG Store by volunteering their personal details to a SPG staff member to enable a Membership to be registered.
- 6.2 Membership requires a valid email address.
- 6.3 Membership is only available to natural persons aged 18 years or older.
- 6.4 Membership is not transferable.
- 6.5 A Member may not have more than one Membership at any time.
- 6.6 Members are responsible for maintaining the confidentiality of their Membership details and for updating their Membership information.
- 6.7 A Member may terminate their Membership at any time by providing written notice to SPG to the attention of the Chief Marketing Officer, Star Pharmacy Group Pty Limited, 2/108 Rundle Street, Kent Town, South Australia 5067.
- 6.8 SPG may terminate a Membership if a Member:
 - 6.8.1 abuses, misuses or attempts to abuse or misuse their Membership or App Virtual Card; or

- 6.8.2 does anything that is contrary to these Terms; or
- 6.8.3 fraudulently accumulates Points; or
- 6.8.4 engages in unacceptable conduct in connection with their Membership, which will be deemed to include conduct SPG reasonably suspects amounts to dishonesty, fraud or wrongful conduct.

6.9 SPG may terminate a Membership without cause by giving no less than three months' notice.

6.10 A Membership will automatically terminate if a Member becomes a bankrupt or dies.

6.11 If a Membership is terminated by either SPG or you, or a Membership automatically terminates in accordance with **clause 6.10**, all accrued Points will immediately expire and become null and void.

7. **Earning Super Star Reward Points**

7.1 A Member will earn three Points for every whole dollar spent at SPG Stores, excluding money spent on Excluded Purchases.

7.2 To earn or be eligible to receive Points, Members may either:

- 7.2.1 present their App Virtual Card to be scanned at the time of the transaction; or

- 7.2.2 if unable to present their App Virtual Card at the time of the transaction, may provide such details reasonably necessary for SPG staff to locate the Member's details on the SPG Membership database to enable SPG staff to attribute the Points to the Member.

7.3 There is no limit on the amount of Points a Member may accrue.

8. **Redeeming Points**

8.1 Points may be redeemed by a Member by being used to pay for the whole or part of any purchase at participating SPG Stores at such rate and in such manner as SPG may publish on its website from time to time (**'the Redemption Arrangements'**). SPG may change or modify the Redemption Arrangements but may only do so by providing no less than three months' notice before making such change or modification.

8.2 Points may be redeemed by presenting the App Virtual Card associated with a Membership at the time of purchase and having the App Virtual Card scanned.

8.3 Members may be required to provide proof of their identity when redeeming Points. In the event a Member does not have proof of identity when redeeming Points, they may not be permitted to redeem Points.

8.4 Points are not assignable, transferable, exchangeable or able to be shared with family, friends or others.

- 8.5 Points may not be sold and are not redeemable for cash, gift vouchers, gift cards, cheques or credit notes.
- 8.6 Points may not be combined between Memberships.
- 8.7 Points are valid for 365 days after which time they will automatically expire and become null and void.

9. **Limitation of Liability**

- 9.1 SPG does not accept responsibility for any loss or damage, however caused (including through negligence), which a Member may directly or indirectly suffer in connection with their use of, attempted use of, or inability to use the App or Rewards Program.
- 9.2 SPG does not accept any responsibility for any loss arising out of a Member's use of, or reliance on, the App or the Rewards Program.
- 9.3 To the extent permitted by law, SPG is not liable to a Member (and any party claiming through that Member) for:
 - 9.3.1 any claim made under, or in connection with, a contract, in tort, under statute, in equity or otherwise in respect of:
 - a) defects whatsoever in information and materials published on the App or Rewards Program; or
 - b) viruses, malicious computer code or other forms of interference arising from or in connection with use of the App; or
 - c) the loss or damage to person or property arising from or caused from such defects in information and materials, viruses, malicious computer code or other forms of interference;
 - 9.3.2 any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the App or Rewards Program or in connection with use of the App or Rewards Program where such loss or damage includes:
 - a) any loss of income, profit or business; or
 - b) any loss of goodwill or reputation.
- 9.4 SPG is not responsible for any failure of the App or Rewards Program or for any problems or technical malfunction of a telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any email, online or Internet.
- 9.5 SPG is not responsible for technical problems, traffic congestion on the Internet or any website, or any combination thereof, including any injury or damage to any computer or property related to or resulting from participating in the Rewards Program or downloading the App or any related material.

- 9.6 SPG may, acting reasonably, cancel or suspend the App or Rewards Program should a virus, bug or any other cause beyond the reasonable control of SPG corrupt the security or proper administration of the App or Rewards Program.
- 9.7 No SPG Store has the authority, express or implied, to make any representation, warranty or statement on behalf of SPG or in relation to the Rewards Program. SPG accepts no liability in respect of any representation, warranty or statement made by any SPG Store.

10. **Intellectual Property**

- 10.1 Elements of the App and Rewards Program are protected by trade marks, copyright and other laws. These intellectual property rights may be owned by SPG or by a third party. Nothing a Member does in relation to the App and Rewards Program will transfer any intellectual property rights to that Member or anyone else, or license that Member or anyone else any intellectual property rights, in and to the App and Rewards Program.
- 10.2 All registered trade marks used on the App and Rewards Program are used with the permission of the relevant trade mark owner. A Member must not use any trade marks without the prior, specific, written permission of its owner.
- 10.3 All rights (including copyright and moral rights) in the App and Rewards Program, including pages, forms, images, text, graphics, logos, buttons, videos, audio and object source code and machine-readable code are owned or controlled for these purposes, and are reserved, by SPG. A Member must not:
- 10.3.1 copy, mirror, broadcast, reproduce, frame, republish, download, store (in any medium), upload, transmit, post, distribute, show or play in public, adapt or change in any way, the App and Rewards Program except as expressly provided for; or
- 10.3.2 reproduce, re-use, re-transmit, adapt, publish, broadcast or distribute the copyright material for any purposes whatsoever without or prior written permission.

11. **Privacy**

- 11.1 In order to facilitate the App and Rewards Program, SPG may collect personal information from you when you download, access and use the App or participate in the Rewards Program, and for the purposes provided in the SPG Privacy Policy.
- 11.2 By registering for a Membership to the Rewards Program, you consent to:
- 11.2.1 SPG collecting and using your personal information and disclosing your personal information to any of SPG's related entities, on a confidential basis, and for any purposes provided in the SPG Privacy Policy; and
- 11.2.2 receiving marketing communications (including by email and SMS) from SPG, including offers, promotions and advertisements, and for any purposes provided in the SPG Privacy Policy, unless you have opted out of receiving such communications.
- 11.3 You have the right to to access and correct any personal information SPG holds. Please refer to the SPG Privacy Policy for further information.

12. **General**

- 12.1 These Terms are governed by the laws of South Australia and the Commonwealth of Australia. The parties submit to the jurisdiction of the Courts of South Australia and the Commonwealth of Australia. Any proceeding brought in the Federal Court of Australia must be instituted in its South Australia District Registry.
- 12.2 All rights under these Terms are in addition to and do not abrogate, limit or reduce any other rights that SPG may have.
- 12.3 Any provision of these Terms that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from these Terms but only to the extent necessary to avoid that effect. All other provisions of the Terms continue to be valid and enforceable.
- 12.4 A right or obligation under these Terms cannot be waived except by written notice by the party waiving that right or obligation and specifying the waiver.
- 12.5 These Terms and the SPG Privacy Policy record the entire agreement between the parties as to its subject matter. Any prior negotiations, agreements, arrangements, representations and understandings related to the subject matter of these Terms are superseded by these Terms.