

better rewards program

TERMS & CONDITIONS

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The *better rewards* program

Ramsay Pharmacy Retail Services Pty Ltd is the Franchisor of Ramsay and Malouf (retail) Pharmacies, which are independently owned by a Franchisee. Collectively, the Franchisor and Franchisees make up the Ramsay Pharmacy Network (**Ramsay, we, our, us**).

The *better rewards* program (**Program**) is a loyalty and rewards program operated by Ramsay Pharmacy Retail Services Pty Ltd (**Operator**). The Ramsay Privacy Policy and these Terms and Conditions govern Membership of the Program by a Member (**Member, you, your**):

1. Definitions

Additional Cardholder means an individual of the same house hold as the Member nominated by the Member to hold a Card linked to the Member account.

better rewards dollars means the credit earned by the Member in accordance with these Terms and Conditions which can be redeemed in accordance with these Terms and Conditions.

Card means a Registered Program card issued by the Operator for the purposes of the Program and includes any Card issued to an Additional Cardholder.

Franchisee means the individual owner and operator of the relevant Ramsay (retail) Pharmacy under a franchise agreement with the Franchisor.

Franchisor means Ramsay Pharmacy Retail Services Pty Ltd.

Member means an individual who has Registered for the Program and **Membership** has a corresponding meaning.

Member Account Portal means the member login area of the Website through which the Member can log in to their individual Member account.

Member Benefits include but are not limited to earning and redemption of *better rewards dollars*.

Online means the Ramsay Pharmacy Website www.ramsaypharmacy.com.au or the Malouf Pharmacy Website www.maloufpharmacies.com.au, as the case requires.

Operator means Ramsay Pharmacy Retail Services Pty Ltd ACN 169 850 131.

Other Member Benefits includes but is not limited to exclusive Member offers, tailored Member offers, promotions or competitions, exclusive VIP events, information updates.

Participating Pharmacy means the Ramsay and Malouf Pharmacies listed on the Websites, as amended from time to time.

Program means the *better rewards dollars* program operated by the Operator.

Ramsay means the Ramsay Pharmacy Network for the purpose of these Terms and Conditions.

Ramsay Pharmacy Network means the Franchisor and Franchisees.

Ramsay Privacy Policy means the Ramsay Health Care Privacy Policy, which can be found at www.ramsayhealth.com.au.

Registered means the individual has registered for the Program by verifying their application details for Membership via the Member Account Portal.

Related Bodies Corporate has the same meanings as in the *Corporations Act 2001*.

Terms and Conditions means this document and any other document referred to therein.

Website means the Program Website: ramsay.loyaltyone.com.au.

2. Membership of the Program

- 2.1. Member Benefits are applied to all new Members on signup via the Website or instore. All of these Terms and Conditions must be read subject to this clause 2.1.
- 2.2. Membership of the Program is free.
- 2.3. Any individual may apply for Membership to the Program if they are over the age of 18 years old and have a current Australian residential address. Proof of identification may be required to be shown upon application.
- 2.4. Application for Membership can be made Online or at any Participating Pharmacy
- 2.5. By making an application for Membership, the individual agrees to be bound by these Terms and Conditions as amended from time to time and published Online and the Website.
- 2.6. Acceptance of Membership to the Program is at the sole discretion of the Operator and the Operator is not required to provide reason for any rejection of Membership application.
- 2.7. Individuals must only hold one Membership account at any point in time and supplementary application for Membership may have the effect of automatically terminating any existing Membership, including forfeiture of any accrued *better reward dollars* or benefit, without further notification to the individual.
- 2.8. Membership to the Program is non-transferrable.
- 2.9. It is the Member's responsibility to keep their personal information up to date by logging into the Member Account Portal or by [contacting the Operator](#).
- 2.10. It is the Member's responsibility to keep their account and login details confidential to prevent unauthorised use or access to their Member Account Portal.
- 2.11. The Member agrees that they have not relied upon and will not rely upon any representations, statements or promises made by or on behalf of the Operator in making application for Membership or in the Member's participation in the Program, unless expressly stated in these Terms and Conditions.

3. Membership Card

- 3.1. Upon application for Membership, the Member will be issued with one Card per Member. To complete the application process, the Member must complete the registration of their account by logging in to the Member Account Portal.
- 3.2. Members may request up to two (2) Cards for Additional Cardholders via the Member Account Portal.
- 3.3. The Card is not a credit card or charge card and is non transferrable. The Card is issued by the Operator and remains the property of the Operator.
- 3.4. It is the Member's responsibility to keep the Card and any Member Account Portal

details safe and secure. If a Member's Card is lost, stolen or damaged, they should immediately [contact the Operator](#).

- 3.5. In the case of a lost or stolen Card, the Operator may issue the Member with a replacement Card. If a new Card is issued, it will be issued with a new card number under the same account details and any unredeemed *better rewards dollars* will be transferred to the new card number.
- 3.6. If the Member's Card is lost or stolen and *better rewards dollars* are redeemed, whether by the Member or another party, the Operator will not reimburse the Member for those *better rewards dollars*.
- 3.7. Upon notification of a lost or stolen Card, the Operator may immediately cancel the existing Card. The Member may still redeem or earn *better rewards dollars* until such time as a new Card is issued by providing the Operator with proof of identity at the time of purchase.
- 3.8. In the case of a damaged Card, the Operator may issue the Member with a replacement Card. If a new Card is issued, it will be issued with a new card number under the same account details and any unredeemed *better rewards dollars* will be transferred to the new card number.
- 3.9. Despite anything to the contrary in these Terms and Conditions, the issuing of replacement Cards and the honoring of unredeemed *better rewards dollars* on lost, stolen or damaged Cards is at the sole discretion of the Operator.

4. Earning *better rewards dollars*

- 4.1. Members will earn *better reward dollars* at a rate of 7.5 cents for every \$1.00 dollar spent on non-prescription, non-pharmacist only medicines and non-exempt items by presenting their Card at the time of purchase at any Participating Pharmacy, noting that:
 - *better reward dollars* cannot be earned on prescription items and pharmacist only medicines;
 - exempt items include but are not limited to already reduced lines and/or items which are advertised or advised by the Participating Pharmacy as exempt from earning *better rewards dollars*;
 - *better rewards dollars* earned by the Member or Additional Cardholder will be applied to the Member account and are not transferrable;
 - *better rewards dollars* cannot be earned after the transaction has been completed.
- 4.2. Members acknowledge that Participating Pharmacies may be subject to change and should enquire with the relevant Ramsay or Malouf Pharmacy before making a purchase.
- 4.3. *better reward dollars* may not appear in the Member's account immediately and can take up to 24 hours to appear. Members can check their *better reward dollar* balance by logging in to their Member Account Portal on the Website.
- 4.4. If a Member believes that *better reward dollars* have been incorrectly accrued or are missing, they should [contact the Operator](#).
- 4.5. *better reward dollars* earned by a Member will expire two (2) years after they are

earned; however the Operator reserves the right to terminate the Program without notice to the Member.

- 4.6. Any *better rewards dollars* earned as a result of fraud, dishonesty or error, or that relate to a purchase that is subsequently cancelled or refunded, will be cancelled without further notice to the Member.
- 4.7. *better reward dollars* cannot be transferred, assigned or otherwise dealt with other than in accordance with these Terms and Conditions.

5. Redeeming *better rewards dollars*

5.1. Members can redeem *better rewards dollars* on non-prescription, non-pharmacist only medicines and non-exempt items by presenting their Card at the time of purchase at any Participating Pharmacy, noting that:

- *better reward dollars* cannot be redeemed on prescription items and pharmacist only medicines;
- exempt items include but are not limited to already reduced lines and/or items which are advertised or advised by the Participating Pharmacy as exempt from redemption of *better rewards dollars*;
- *better rewards dollars* can be redeemed in full or part payment of items being purchased, up to the amount of *better rewards dollars* available in the Member's account;
- the available balance of *better rewards dollars* may only be used in whole and not in part and no monetary refund will be made where the *better rewards dollars* balance available exceeds the price of the item/s purchased;
- *better rewards dollars* cannot be redeemed or exchanged for money or gift cards;
- *better rewards dollars* can only be redeemed by the Member or Additional Cardholder to whom the Card is issued and are not transferrable;
- *better rewards dollars* cannot be redeemed after the transaction has been completed.

5.2. Any *better rewards dollars* redeemed as a result of fraud, dishonesty or error, or that relate to a purchase that is subsequently cancelled or refunded, may be refunded to the Member at the sole discretion of the Operator. Refund will be by way of *better rewards dollars* and not cash or credit.

6. Other Member Benefits

6.1. From time to time Members may be offered Other Member Benefits including:

- exclusive Member offers or tailored Member offers allowing Members to earn additional *better rewards dollars* or other benefits;
- The Member must register their email address and date of birth on the Member Account Portal or at any Participating Pharmacy to receive birthday offer;
- Welcome offer

- promotions or competitions;
 - exclusive VIP events;
 - information updates relevant to the Member's health and wellbeing;
 - other marketing and promotional opportunities issued by Ramsay or Related Bodies Corporate.
- 6.2. Other Member Benefits may be subject to additional terms and conditions advised at the time of notification of the Other Member Benefits.
- 6.3. The Member consents to receiving communications via the contact details provided for the purpose of the Program. If you do not want to be contacted in relation to Other Member Benefits, you can opt out via the Member Account Portal or by [contacting the Operator](#).

7. Member Account Portal

- 7.1. The *better rewards* program Member Account Portal is provided by the Operator for the Member's personal use only for the purpose of the Member submitting personal information to the Operator in relation to the *better rewards* program and must not be used for any other purpose.
- 7.2. Members who provide an email address at the time of registration will have access to the Member Account Portal. If a Member does not provide an email address at the time of registration, the Member can activate the Member Account Portal at a later date by [contacting the Operator](#) and providing their email address.
- 7.3. Access to the Member Account Portal is by the Member only and individuals must not access the Member Account Portal on behalf of another person unless they are legally authorised to do so.
- 7.4. Personal Information submitted to the Member Account Portal will be handled in accordance with the [Ramsay Privacy Policy](#).
- 7.5. The Operator will use the information that you submit to the Member Account Portal for the purpose of contacting you and providing you with information relevant to the Program. You must therefore keep your personal information up to date to ensure that you can be contacted at all relevant times by the Operator.
- 7.6. The Member is solely responsible for the accuracy and completeness of the information that they submit to the Portal. The Operator will rely on the accuracy of this information to provide information and services to you and you agree that Ramsay will not be liable for any failure to provide information or services to you as a result of a breach of this term by you.
- 7.7. The Operator will use its best endeavours to ensure that personal information submitted to the Member Account Portal is protected by reasonable security measures.
- 7.8. You must not allow anyone else to know your password or login details for the Member Account Portal or to have access to the email account associated with your login in order to protect the security of your personal information available on the Member Account Portal. The Operator will not be liable for unauthorised access to or amendment of your personal information as a result of a breach of this term by you.

- 7.9. The Member Account Portal is provided to you for your use at the discretion of the Operator and the Operator reserves the right to alter, suspend or withdraw use of or access to the Member Account Portal without notice to you.

8. Rejection, suspension, cancellation

- 8.1. The Program is offered to Members at the sole discretion of the Operator and the Operator reserves the right to:

- reject any application for Membership;
- withdraw or terminate any Member's Membership;
- reissue or cancel any Card;
- reverse the accrual of any Member Benefits where there is reasonable suspicion of fraud, dishonesty or error;
- suspend or terminate the accrual or redemption of *better rewards dollars*;
- suspend or terminate the Program in its entirety; or

at any time and without providing notice of or reason for the Operator's actions,

- 8.2. The Member agrees that any decision made by the Operator in respect of clause 8.1 is final and no correspondence will be entered in to.

- 8.3. A Member may cancel their Membership by [contacting the Operator](#). Any *better rewards dollars* accrued at the time of cancellation will be automatically forfeited.

- 8.4. Cancellation of Membership will take immediate effect and *better rewards dollars* will no longer be able to be accrued or redeemed.

9. Privacy

- 9.1. By registering for the Program, you acknowledge that Ramsay will collect, use, store and disclose your personal information and transaction data (excluding transactions relating to prescriptions) in accordance with the Ramsay Privacy Policy and these Terms and Conditions. You can obtain a copy of the Ramsay Privacy Policy at www.ramsayhealth.com.au or by [contacting the Operator](#).

- 9.2. In order to process your registration for the Program, it is necessary for us to collect personal information directly from you including your name, contact details and date of birth. If you are unwilling or unable to provide us with this information, we will not be able to register you as a Member.

- 9.3. Ramsay may also collect information from you in the course of administering your Membership of the Program including but not limited to your purchase history, Membership Benefits and location.

- 9.4. Ramsay will collect your personal information for the primary purpose of your Membership to the Program and to provide you with Member Benefits and Other Member Benefits.

- 9.5. Ramsay may also use your personal information to tailor marketing and advertising to you, conduct market research, seek customer feedback, to keep our database up to date and to manage Member enquiries and complaints. You can opt out of the

secondary uses of your personal information by reviewing your communication preference on your Member Account Portal.

- 9.6. Ramsay will use its best endeavours to ensure that personal information collected for the purpose of the Program is protected by reasonable security measures.

10. Liability

- 10.1. The Member acknowledges that the Program is operated by the Operator and Participating Pharmacies do not have any authority to make any representation, warranty or statement on behalf of the Operator in relation to the Program.
- 10.2. The Member acknowledges that any goods or services supplied upon redemption of *better rewards dollars* are supplied by the Participating Pharmacy and not by the Operator.
- 10.3. To the full extent permitted by law, the Operator will not be liable for any claim, loss, damage, costs (including legal costs), expense or liability of any kind suffered by you or any other person, whether direct, indirect, consequential or special damages, in connection with the Program (which includes the Portal) and termination or suspension of Membership (regardless of whether or not we have any control over circumstances giving rise to the claim). You will indemnify the Operator, its officers, employees, agents, contractors and advisors for any claim, loss, damage, cost or expense suffered by the Operator or any third party in connection with your use of the Program or the information that you provide to us in relation to the Program.
- 10.4. To the full extent permitted by law, the Operator excludes all terms and warranties implied by law. Where a term or warranty cannot be excluded by law, the Operator limits the liability for any breach of such term or warranty, at the Operator's option, to any one or more of the ways permitted by that law.
- 10.5. Any tax, liability or duty incurred by a Member arising from Membership in the Program is the responsibility of the Member.
- 10.6. The limitation of liability in this clause 10 also applies to Related Bodies Corporate of the Operator.
- 10.7. This clause 10 will survive termination of Membership or the Program.

11. Changes to Terms and Conditions

- 11.1. The Operator reserves the right to change, suspend or terminate these Terms and Conditions at any time.
- 11.2. The Operator will use reasonable endeavours to notify Members of any significant changes to the Terms and Conditions by posting a notice on the Website, by placing a notice in Participating Pharmacies or by such other means as the Operator may determine.
- 11.3. If a Member does not wish to accept the proposed revised Terms and Conditions, they should immediately cancel their Membership via the Website.
- 11.4. Following the period of Advanced Notice, the Member acknowledges that ongoing Membership of the Program will be deemed acceptance of the revised Terms and Conditions.

12. Contact us

12.1. If you have any complaints or queries in relation to the Program, you should contact the Operator at:

- Contact Website <http://www.ramsaypharmacy.com.au/contact-form.html>
- Email bettercare@ramsaypharmacy.com.au
- Mail PO Box 1002, Spring Hill QLD 4004
- Phone 07 32151260