better rewards program

TERMS & CONDITIONS

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The *better rewards* program (**Program**) is a loyalty and rewards program owned and operated by RPRS. The Ramsay Privacy Policy and the Terms and Conditions govern the Membership and operation of the Program and operates as a legal contract between RPRS, each Member and each Participating Pharmacy.

1. Definitions

better rewards dollars means the credit earned, and used/redeemed, by a Member in accordance with the Terms and Conditions.

Eligible Purchases means purchases of products and health services that are not Excluded Products and Services.

Excluded Products and Services means prescription only medicines and pharmacist only medicines.

Loss means any loss, liability, damage, cost, charge, expense, claim, demand, action, proceeding, penalty, fine or other amount, whether actual, contingent, present or future, and includes legal costs and expenses.

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

Member Benefits such benefits offered to Members from time to time, including earning and using/redeeming *better rewards dollars* and other benefits described in section 4.1 of these Terms and Conditions that may be offered from time to time.

Commented [MK1]: Query whether to include "such other products as determined by RPRS from time to time".
If this is included, this would need to be reflected in the marketing materials.

Commented [LO2R1]: All good no need to include

Online means the website of Ramsay Pharmacy available at www.ramsaypharmacy.com.au and/or www.ramsaypharmacyonline.com.au (as applicable).

Participating Pharmacy means each pharmacy business within the Ramsay Pharmacy franchise network of pharmacies that has elected to participate in the Program. A Participating Pharmacy is owned and operated by a Ramsay Pharmacy franchisee (and not RPRS).

Program means the *better rewards* loyalty and rewards program that is owned and operated by RPRS and available to customers of each Participating Pharmacy.

Ramsay Pharmacy means the Ramsay Pharmacy franchise network of pharmacies, comprising RPRS (as franchisor) and each pharmacist owner and operator of a Ramsay Pharmacy (as franchisee).

Commented [KM3]: Included due to privacy section

Ramsay Privacy Policy means the Ramsay Pharmacy Privacy Policy, which can be found at www.ramsaypharmacy.com.au.

Commented [KM4]: Updated to align with privacy section below

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

RPRS, we, our or **us** means Ramsay Pharmacy Retail Services Pty Ltd ABN 58 169 850 131, who is the operator of the Program and also the franchisor of the Ramsay Pharmacy franchise network of pharmacies.

Terms and Conditions means this document, together with any terms and conditions or variations, published and/or amended by RPRS from time to time.

You and **Your** means a person that is or seeks to become a Member as the context requires.

2. Application for Membership of the Program

2.1. Membership of the Program is free and non-transferable.

2.2. Any individual may apply for Membership of the Program if they:

- are 18 years old or over;
- have a current email address; and
- have a current Australian residential address.

Proof of identification may be required to be shown upon application.

2.3. Application for Membership can be made in-store at any Participating Pharmacy. By making an application for Membership, the individual agrees to be bound by the Terms and Conditions.

Commented [KM5]: Is this website being deactivated? better rewards.

Commented [LO6R5]: Confirming it is

2.4. Acceptance of Membership to the Program is at the sole discretion of RPRS, and RPRS is not required to provide reason for any rejection of Membership application.

2.5. Individuals must only hold one Membership account at any point in time and a supplementary application for Membership may have the effect of automatically terminating any existing Membership (including the forfeiture of any accrued *better reward dollars* or any other Member Benefit), without further notification to the individual. An individual's existing membership of any other loyalty or rewards program with RPRS and/or a Participating Pharmacy will be cancelled immediately on acceptance of your application to join the Program.

2.6. It is the Member's responsibility to keep their personal information up to date by updating their information at any Participating Pharmacy or contacting RPRS (see clause 9 below for contact details).

Commented [KM7]: To Larissa - can they also update details at the Participating Pharmacy checkout?

2.7. 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 RPRS in making application for Membership or in the Member's participation in the Program, unless expressly stated in the Terms and Conditions.

3. Earning and using *better rewards dollars*

3.1. Members will earn *better reward dollars* at a rate of 5 cents for every $1.00 dollar spent on Eligible Purchases by:

- for a purchase made in-store at any Participating Pharmacy, providing their name or phone number to staff at the checkout; or
- for a purchase made Online, ticking the better rewards checkbox at the Online checkout.

3.2. Additional *better reward dollars* may be earned from time to time - see section 4.1 of these Terms and Conditions.

3.3. Members can use/redeem their accrued *better reward dollars* on any Eligible Purchase made in-store at any Participating Pharmacy by providing their name or phone number to staff at the time of an in-store purchase. Accrued *better reward dollars* cannot be used/redeemed for any purchase made Online.

3.4. *better reward dollars* can only be used/redeemed when the customer has reached a minimum of $5 in *better reward dollars* (i.e. 500 points). *better* reward *dollars* can only be used/redeemed by the Member to whom it is issued. A Member cannot combine *better reward dollars* from more than one Membership in order to reach the minimum.

3.5. The available balance of *better rewards dollars* may only be used/redeemed 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.

3.6. *better reward dollars* cannot be earned or used/redeemed in the following circumstances:

- for the purchase of Excluded Products and Services;
- after a purchase has been completed;
- for the purchase of a gift card; and/or
- on any part a purchase that was made using *better reward dollars*.

3.7. Members acknowledge that Participating Pharmacies may be subject to change and should enquire with the relevant Ramsay Pharmacy as to their participation in the Program before making a purchase.

3.8. *better reward dollars* may not appear in the Member's account immediately and can take up to 24 hours to appear for purchases made in store at a Participating Pharmacy.

3.9. If a Member believes that *better reward dollars* have been incorrectly accrued or are missing, they should contact RPRS (see clause 9 below for contact details).

3.10. *better reward dollars* earned by a Member will expire two (2) years after they are earned; however RPRS reserves the right to terminate the Program without notice to the Member.

3.11. 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.

3.12. *better reward dollars* and any benefit they confer to you is not property, do not have any cash or monetary value and cannot be used/redeemed for money or gift cards, sold, transferred, assigned or otherwise dealt with except in accordance with the Terms and Conditions.

3.13. Participating Pharmacies agree to assume all loss and liability of meeting redemptions of *better rewards dollars* by Members. The Member acknowledges that any goods or services supplied upon redemption of *better rewards dollars* are supplied by the Participating Pharmacy and not by RPRS.

Commented [MK8]: Marketing material refers to eligible purchases - accordingly, i think its helpful for these T&Cs to include a clear definition of what is an eligible purchase. See proposed definition above

Commented [LO9R8]: Looks great!

Commented [KM10]: Please confirm other excluded transactions, for example,
discounted items
sales on account / lay-by
Payments for subsidized government services
gift card purchases (assume none)

Commented [LO11R10]: Can earn on sale products, non S3/script products on an account, I don't believe we do layby - can't earn on gov services, we'll just have to check with Brad on GC purchases (we don't really do them at the moment but in future)

Commented [LO12R10]: Confirmed with brad not eligible with gift cards

Commented [KM13]: Do we wish to retain 2 years. Eg Terry White has 18m expiry

Commented [LO14R13]: 2 years is spot on

4. Other Member Benefits

4.1. From time to time, Members may be offered the following additional benefits:

- exclusive Member offers or tailored Member offers allowing Members to earn additional *better rewards dollars* or other benefits;
- member birthday offers, where the Member has registered their email address and date of birth to their Membership account;
- welcome offers, when a person is registered as a Member;
- promotions or competitions;
- exclusive VIP events;
- competitions or giveaways;
- information updates relevant to the Member's health and wellbeing; and
- other marketing and promotional opportunities issued by RPRS or its Related Bodies Corporate.

4.2. The above-stated benefits may be subject to additional terms and conditions advised from time to time.

4.3. 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 the Member Benefits, you can opt out by the unsubscribe button on promotional emails sent to your inbox or contacting RPRS (see clause 9 below for contact details).

5. Rejection, suspension, cancellation

5.1. The Program is offered to Members at the sole discretion of RPRS and RPRS reserves the right to:

- reject any application for Membership;
- withdraw, cancel or terminate any Member's Membership;
- 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*;
- change, suspend or terminate the Program in its entirety;
- change the Terms and Conditions, including the expiry date for the *better rewards dollars*, the list of Eligible Purchases and the list of Excluded Products and Services,

at any time and without providing notice of or reason for RPRS' actions,

5.2. The Member agrees that any decision made by RPRS in respect of clause 5.1 is final and no correspondence will be entered in to.

5.3. A Member may cancel their Membership at any time by contacting RPRS (see clause 9 for contact details). Any *better rewards dollars* accrued at the time of cancellation will be automatically forfeited, and neither RPRS nor a Participating Pharmacy shall have any liability to any Member or former Member.

Commented [KM15]: @Larissa - can they also cancel in store?

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

6. Privacy

6.1. By registering for the Program, you acknowledge that Ramsay Pharmacy 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 the Terms and Conditions. You can obtain a copy of the Ramsay Privacy Policy at www.ramsaypharmacy.com.au or by contacting RPRS.

6.2. 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.

6.3. Ramsay Pharmacy 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.

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

6.5. Ramsay Pharmacy 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 via the unsubscribe button on promotional emails sent to your inbox.

6.6. Ramsay Pharmacy will use its best endeavors to ensure that personal information collected for the purpose of the Program is protected by reasonable security measures.

7. Liability

7.1. The Member acknowledges that the Program is operated by RPRS. No Participating Pharmacy has any authority to make any representation, warranty or statement on behalf of RPRS in relation to the Program, and RPRS accepts no liability in respect of such representations, warranties or statements.

7.2. To the fullest extent permitted by law, neither RPRS, each Related Body Corporate of RPRS, nor any Participating Pharmacy will be liable for any Loss in connection with the Program and/or termination or suspension of Membership (regardless of whether or not we have any control over circumstances giving rise to the claim). You indemnify each of RPRS, RPRS's Related Bodies Corporate, and each Participating Pharmacy, and each of their officers, employees, agents, contractors and advisors for any Loss suffered or incurred in connection with your use of the Program or the information that you provide to us in relation to the Program.

7.3. All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any products or services supplied under the Program are expressly excluded to the fullest extent permitted by law. Any liability that RPRS and a Participating Pharmacy may have to you in respect of such products or services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the products or services again.

7.4. Any tax, liability or duty incurred by a Member arising from Membership in the Program is the responsibility of the Member.

7.5. This clause 8 survives termination of Membership or the Program.

8. Changes to Terms and Conditions

8.1. RPRS reserves the right to change, suspend or terminate the Terms and Conditions at any time.

8.2. RPRS will use reasonable endeavors to notify Members of any significant changes to the Terms and Conditions in Participating Pharmacies, by email or SMS, or by such other means as RPRS may determine. Neither the Participating Pharmacies or RPRS will be liable for, and the Member agree not to make a claim, in respect of any failure to advise Members of altered or new conditions regarding Rewards.

8.3. If a Member does not wish to accept the proposed revised Terms and Conditions, they should immediately cancel their Membership by contacting RPRS (details below).

9. Contact us

9.1. If you have any complaints or queries in relation to the Program and/or your Membership, you should contact RPRS at:

- Contact Website https://www.ramsaypharmacy.com.au/Contact-us
- Email bettercare@ramsaypharmacy.com.au
- Mail PO Box 1002, Spring Hill QLD 4004
- Phone 07 3215 1260

Commented [KM16]: Are these correct?

Last updated November 2026.