



## TerryWhite Chemmart Rewards General Terms and Conditions

### 1. Definitions

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**Application Form** means any form (whether in paper, electronic or otherwise) which is required to be completed by a person wishing to become a Member.

**Customer** means customer of a Pharmacy

**Earn Rate** means a rate of 3 points for every 1 dollar (which equates to 0.03 points for every 1 cent) spent on Qualifying Purchases.

**Excluded Products** means dispensary or prescription items, baby formulas and such other products as determined by TWCM in its absolute discretion from time to time.

**Full Terms and Conditions** means the T&C together with any terms and conditions printed on and attaching to the Rewards Card, any reward vouchers (where applicable), the Application Form, and any other terms and conditions or variations that TWCM may provide or notify the Member of from time to time.

**Member** means a member of the Rewards Program.

**Member's Account** means a record showing the Member's Reward points balance, Member's details and preferences and purchase history.

**Pharmacy** means participating TerryWhite Chemmart pharmacies in its their own right as an organisation that is responsible for meeting redemption of Reward Points, and collecting in its own right and as agent for TWCM, personal and sensitive information and other relevant data from Members of the Rewards Program.

**Points Threshold** means a threshold of 300 Reward Points accrued before Reward Points can be applied in full or part payment of Qualifying Purchases.

**Qualifying Purchases** means purchases of non-prescription items that are not Excluded Products.

**Redemption Rate** means the rate at which Reward Points can be applied in full or part payment of Qualifying Purchases, being a rate of 1 Rewards Point per 1 cent (which equates to \$1 Rewards Dollar for every 100 Rewards Points accumulated) to be spent for future purchases.

**Rewards Card** means the card (whether in a physical, electronic or other form) that is provided to a Member.

**Rewards Helpdesk** means the call centre helpdesk of the Rewards Program.

**Rewards Points** means the points earned by a Member.

**Rewards Program** means the TerryWhite Chemmart Rewards Program as amended from time to time by TWCM.

**T&Cs** means the Rewards Program General Terms and Conditions.

**TWCM** means TW&CM Pty Ltd ACN 136 833 620.

**Brisbane Office**  
Ground Floor  
50 Park Road  
Milton QLD 4064

**Melbourne Office**  
Level 3  
484 St Kilda Road  
Melbourne VIC 3004

**Adelaide Office**  
16-20 Hindmarsh  
Avenue  
Welland SA 5007

**Sydney Office**  
3 Coal Street  
Silverwater NSW 2128

**Perth Office**  
11/63 Knutsford Avenue  
Rivervale WA 6103

## **2. Introduction**

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- 2.1 The Rewards Program is owned and operated by TW&CM Pty Ltd ACN 136 833 620, of Ground Floor, 50 Park Road, Milton, Queensland 4064.
- 2.2 These T&Cs form the basis of, and govern the operation of the Rewards Program and form part of the Full Terms and Conditions.
- 2.3 The Full Terms and Conditions of the Rewards Program operate as a legal contract between TWCM, each Pharmacy and the Member.

## **3. Becoming a Member and Rewards Cards**

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- 3.1 A person may become a Member, if they are an individual 18 years old or over and have a current Australian residential address, by completing an Application Form and being issued with a Rewards Card. A person cannot be issued with more than one Rewards Card at any one time. In applying for and/or using the Rewards Card the Member agrees to be bound by the Full Terms and Conditions.
- 3.2 Membership is free but TWCM reserves the right to charge for replacement cards. The Rewards Card is not a credit card or charge card and remains the property of TWCM. The Rewards Card cannot be transferred or assigned by a Member.
- 3.3 The Member's existing membership of any other loyalty or rewards program with a Pharmacy will be cancelled immediately on acceptance of the Member's application to join the Rewards Program unless TWCM or the Pharmacy advises otherwise.
- 3.4 TWCM may, in its absolute discretion:
  - (a) Reject or refuse any application for membership; or
  - (b) Cancel any Rewards Card at any time without notice and for any reason including, without limitation, if the Member fails to comply with the Full Terms and Conditions, provides misleading information or makes misrepresentations to TWCM or a Pharmacy, dies or becomes bankrupt, or abuses any privilege accorded to the Member.
- 3.5 A Member must notify the Rewards Helpdesk as soon as possible for any change of the Member's details and preferences.
- 3.6 If a Rewards Card is lost, stolen or damaged, the Member may apply for a new Rewards Card by visiting a Pharmacy or by calling the Rewards Helpdesk. Rewards Points can only be adjusted or credited by the Rewards Helpdesk. Any points balance on Rewards Cards to be replaced will be transferred to the Member's new Rewards Card provided the person requesting the new Rewards Card can be identified as the original cardholder. The lost, stolen or damaged Rewards Card will be disabled. TWCM may charge the Member a reasonable fee for any replacement Rewards Card to cover administration and handling.
- 3.7 A Member may terminate or cancel their membership and Rewards Card at any time by calling the Rewards Helpdesk or by visiting [www.terrywhitechemmart.com.au/Rewards](http://www.terrywhitechemmart.com.au/Rewards).

## **4. Earning and Using Reward Points**

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- 4.1 A Member will earn Rewards Points at the Earn Rate spent at Pharmacies on Qualifying Purchases provided the purchase is made using approved payment means at the Pharmacy, and the Rewards Card is presented at the time of purchase.
- 4.2 Rewards Points and any benefit that they confer to Members is not property, do not have any cash or monetary value and cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these T&Cs.

- 4.3 TWCM is not liable for any technical or other error or failure which results in the Rewards Points not being recorded on a Rewards Card and the Member's Account.
- 4.4 Rewards Points will accrue on:
- (a) Qualifying Purchases of items on discount unless they are Excluded Items; and
  - (b) Account sales and lay-bys paid in full.
- 4.5 Rewards Points will not accrue on:
- (a) the Rewards Points used in a purchase transaction;
  - (b) payments received on behalf of third parties;
  - (c) payments received for subsidised government services;
  - (d) gift card purchases; and
  - (e) historical purchases where a Rewards Card was not presented.
- 4.6 Any Rewards Points issued as a result of fraud, dishonesty or error, or that relate to a purchase by a Member that is subsequently cancelled or refunded, will be cancelled by TWCM.
- 4.7 Additional Rewards Points may be earned from time to time in relation to special promotions of particular goods or services as advertised by TWCM. Earning of these additional Rewards Points will be governed by any specific terms and conditions applicable to the special promotion in addition to the Full Terms and Conditions.
- 4.8 Rewards Points on a Member's Account will expire and be cancelled 18 months after the date the Reward Points are issue.
- 4.9 A Member who has accumulated sufficient Rewards Points to reach the Points Threshold will on presentation of the Rewards Card in a Pharmacy be able to apply all or part only of their Rewards Points at the Redemption Rate in part or full payment of any Qualifying Purchase. After the Points Threshold has been reached, there is no minimum value of Qualifying Purchases that Rewards Points can be applied to.
- 4.10 The Pharmacy shall be entitled to assume on presentation of the Rewards Card that the presenter is either the Member to whom the Reward Card was issued or has the permission of the Member, and is entitled to redeem the Rewards Points.
- 4.11 Pharmacies participating in the Rewards Program agree to assume all loss and liability of meeting redemptions of Rewards Points by Members.
- 4.12 Rewards Points can only be used by the Member to whom it is issued. A Member cannot combine Rewards Points from more than one Rewards Card in order to reach the Points Threshold.
- 4.13 TWCM may at any time and in its sole discretion, and without prior notice to Members, withdraw, limit, modify, cancel or increase the continued availability of Rewards Points or the Points Threshold.

## **5. Changes to the Program**

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- 5.1 TWCM may at any time, in its absolute discretion and with or without prior notice to Members, change the Full Terms and Conditions including these T&Cs, suspend or terminate the Rewards Program or cancel a Member's membership.
- 5.2 Without limiting clause 5.1, TWCM may at any time at its absolute discretion and without notice, cancel Reward Points, introduce an expiry date for use of Reward Points credited to a Rewards Card, or make any other change which has the effect of changing Rewards Points credited to or may be credited to a Rewards Card.

- 5.3 Without limiting clause 5.1, TWCM may at any time at its absolute discretion and without notice modify or otherwise change which goods or services are Qualifying Purchases, the number of Reward Points that will be recorded on a Rewards Card and into a Member's Account for purchases of Qualifying Purchases, what payment means are approved payment means for earning Reward Points, remove a Pharmacy from participating in the Rewards Program where that pharmacy is no longer part of the TerryWhite Chemmart network of pharmacies.
- 5.4 If TWCM terminates the Rewards Program, any Rewards Points remaining on any Rewards Card or Member's Account will be cancelled and neither a Pharmacy nor TWCM shall have any liability to any Member or former Member.
- 5.5 TWCM may endeavour to advise Members of altered or new conditions regarding the Rewards Program via the TWCM's website, or posting a notice in the Pharmacy, or by such other means including email or SMS as TWCM may determine. Neither the Pharmacy nor TWCM 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 the Rewards Program.

## **6. Limitation of Liability**

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- 6.1 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 goods or services supplied under the Rewards Program are expressly excluded to the full extent permitted by law. Any liability TWCM and a Pharmacy may have to a Member in respect of such goods or services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again.
- 6.2 TWCM is not liable for: any delay in issuing or replacing a Rewards Card; any use of a Rewards Card by a person other than the Member and any benefits derived from the use of the Rewards Card by that other person; any failure of a Member to offer the Rewards Card at the time of making Qualifying Purchase; any delay, failure or inability to accurately record the details of any transaction or credit Reward Points to a Rewards Card; any loss or theft of or damage to a Rewards Card; any correspondence between TWCM and the Member lost or delayed in the mail; and the suspension or termination of the Rewards Program or Reward Points.
- 6.3 The benefit of any exclusion or limitation of liability in these terms and conditions also applies to the Pharmacy. Pharmacies do not have any authority, express or implied, to make any representation, warranty or statement on behalf of TWCM and TWCM accepts no liability in respect of such representations, warranties or statements.

## **7. Privacy Policy**

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### **7.1 Member Privacy**

TWCM respects Members' rights to privacy under the *Privacy Act 1988 (Cth)* and is required to comply with the Australian Privacy Principles in respect of the collection of personal and sensitive information from individuals, as are Pharmacies to which the Privacy Act applies. TWCM is not responsible for and accepts no obligation or liability for compliance with the Australian Privacy Principles by Pharmacies.

### **7.2 How does TWCM collect and hold personal information?**

Customers apply to become a Member by completing an Application Form. Each Member consents to TWCM and Pharmacies collecting those details provided within the application and upon activation. Each Member also consents to TWCM and a Pharmacy collecting details of a Member's use of their Rewards Card and in particular the items that are purchased.

### **7.3 What information do TWCM collect?**

The personal and sensitive information collected by the Rewards Program includes the Member's name, date of birth, email address, mobile and/or home phone numbers, residential/ mailing address and a list of all products purchased including dispensary items. It is optional for a Member to provide either TWCM

or the Pharmacy with any additional personal and sensitive information when applying for membership or when activating the Rewards Card.

#### 7.4 Who uses and how is a Member's personal information used?

TWCM collects a Member's personal and sensitive information including a Member's name, date of birth, email address, mobile and/or home phone numbers, residential/ mailing address and a list of all products purchased including dispensary items to properly conduct the Rewards Program. TWCM may also use a Member's information to provide further offers, to analyse purchasing trends, and to market products and services to that Member. By applying for membership the Member authorise TWCM and the Pharmacy to use the personal and sensitive information collected in the application process and as a result of purchases made by the Member for purposes related to the Rewards Program or to provide further offers, to analyse purchasing trends and to market products and services to the Member.

#### 7.5 Is a Member's information communicated to anyone else?

TWCM utilise the services of Intellipharm Pty Ltd ABN 92 001 235 374 (Intellipharm) and Oracle Corporation Australia Pty Limited ABN 80 003 074 468 (Oracle) to store Members' personal and sensitive information, to analyse purchasing trends, and to provide targeted marketing based on a Member's previous purchases. Intellipharm and Oracle are required to comply with the standards set out in the Privacy Act and has its own Privacy Policy and will not use or disclose any personal information for any purpose other than to provide the services for which they have been engaged.

The information collected by Intellipharm and Oracle may be disclosed to TWCM and the Pharmacy at which the Member have purchased products and services.

#### 7.6 Security

TWCM endeavour to take all reasonable steps to keep secure any personal information which it hold about a Member, and to keep this information accurate and up to date. However, as the internet is not a guaranteed secure environment the information that a Member send to TWCM via that method is sent at the Member's own risk. The TWCM website is a secure and controlled environment whilst the Member is logged into the Member's Account.

Members' information is stored on secure servers that are protected in controlled facilities. In addition, TWCM employees and data processors are obliged to respect the confidentiality of personal and sensitive information held by TWCM. However, TWCM will not be held liable for events arising from unauthorised access to your personal and sensitive information.

#### 7.7 How can a Member access and/or change their information?

It is important that Members keep their personal information up to date. If Members want to access or amend their information they can do so online by logging into their Member Account or by notifying the Rewards Helpdesk on 1800 772 002 or at [customersupport@twcmhealth.com.au](mailto:customersupport@twcmhealth.com.au).

#### 7.8 How do Members 'opt out'?

If at any time a Member no longer wish to be a Member, they should notify the Rewards Helpdesk on 1800 772 002 or at: [customersupport@twcmhealth.com.au](mailto:customersupport@twcmhealth.com.au).

#### 7.9 What happens to a Member's personal information if they are no longer a Member?

If a Member is no longer a Member, TWCM is required by law to destroy all of that Member's personal and sensitive information relating to their membership. That Member's information will be deidentified and securely destroyed.

#### 7.10 How do Members make a complaint?

If Members are unsatisfied with the manner in which TWCM have dealt with their personal information and wish to complain, Members can direct their complaints to the Rewards Helpdesk at

customersupport@twcmhealth.com.au. If Members are still unsatisfied, they may wish to direct their complaint to the Office of the Australian Information Commissioner at <http://www.oaic.gov.au/> or alternatively: By phone: 1300 363 992 In writing: GPO Box 5218 Sydney NSW 2001.

## **8. Disputes**

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- 8.1 Any question or dispute regarding the Rewards Program or which arises in connection with a Member's participation in the Rewards Program, will be resolved by TWCM in its sole discretion.