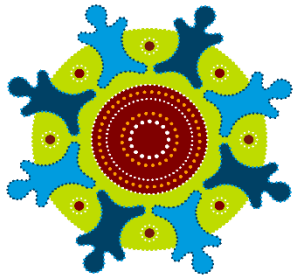


 SHOP

 STAY

 PLAY



**ANZ STAFF CLUB**  
AUSTRALIA

[www.anzstaffclub.org.au](http://www.anzstaffclub.org.au)

# Terms and Conditions

## ANZ Staff Club Australia Inc

*Please read these terms and conditions carefully before using this website as they govern your use of the website and your membership with ANZ Staff Club Inc.*

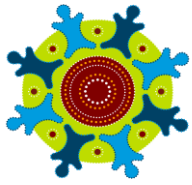
1. This website is operated by **ANZ Staff Club Australia Inc**, Organisation No A0008840T (ABN: 16 498 610 285) located at ANZ Centre, 833 Collins St, Docklands VIC 3008 ("**we**", "**us**", "**our**", "**ASCA**" or the "**Club**").
2. '**You**' and '**your**' means a member with a current membership number who is accessing this website.

### 1. USE OF THIS WEBSITE

If you continue to browse and use this website, you agree to comply with and be bound by the following terms and conditions, which together with our privacy policy (<https://www.anzstaffclub.org.au/about/privacy-m>) govern our relationship with you. If you do not agree to any part of these terms and conditions, please do not use our website.

**You understand and accept that the use of this website is subject to the following terms:**

- Our website is directed to users located in Australia. Content or products and services which are available on or through our website may not be appropriate for use or available in other locations.
- We may vary these terms and conditions at any time without notice. All amended terms are automatically effective after they have been published on this website. Your continued use of this website after our posting of any variations will constitute your acceptance of such amendments.
- We do not guarantee that our website will be secure or free from bugs or viruses.
- We make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date, except for those warranties, representations or guarantees contained or referred to in the Australian Consumer Law, or that may not otherwise be legally excluded.
- To the extent permitted by applicable law, we accept no responsibility or liability whatsoever arising from your use of this website or its content, except to the extent that you suffer damage, loss or expense as a result of a breach by us of the Australian Consumer Law, or other applicable consumer laws, or as a result of our negligence or willful misconduct.
- We are only responsible for losses that are a natural, foreseeable consequence of our breach of this website terms of use. We are not liable to you if we are prevented or delayed from complying with our obligations under this website terms of use or applicable law by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.
- To the extent permitted by applicable law, we reserve the right to interrupt or discontinue any or all of the functionalities of this website at any time. We accept no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionalities of this website, irrespective of whether this is the result of actions or omissions by us or one of our affiliates or of a third party, except to the extent that you suffer damage, loss or expense as a result of a breach by us of your Australian Consumer Law, or other relevant consumer laws, or as a result of our negligence or willful misconduct.
- No failure or delay by us to exercise any right or remedy provided under these website terms of use or by applicable law will constitute a waiver of that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy. No single or

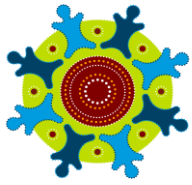


partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

- Except as expressly provided in these terms and conditions, the rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by applicable law.
- These terms and conditions do not confer any rights on any person or entity (other than the parties to this agreement and, where applicable, their successors and permitted assigns).
- Unless otherwise indicated, we are the owner or the authorised licensee of all content on our website and in the material published on it including the trademarks, sounds, images, text, software, software code, interfaces, website structure, videos and copyright works and materials displayed on it, its layout and design (“our intellectual property rights”).
- Our intellectual property rights may not be copied, imitated or used by you, in whole or in part, without the prior written permission from us or our licensors.
- You may not use any part of the content on our website for commercial purposes without first obtaining our written consent.
- You must not modify any printed or digital copies of any pages of our website or use any illustrations, photographs, trademarks, video or audio sequences or any graphics separately from any accompanying text.
- You agree to only provide information or material which is accurate and lawful when uploading or transmitting any information on this website.
- You must not misuse our website or use it in any way that infringes the rights of anyone else or by spamming or introducing viruses or other material that is malicious or technologically harmful or restricts anyone else’s enjoyment of our website. You must not gain unauthorised access to our website, the server on which our site is stored, or any server, computer or database connected to our site.
- Where our website contains links to other websites, plugins, applications or resources provided by third parties, these links are provided for your information only and are not any indication of approval by us of those linked websites or information that you may obtain from them
- These website terms and conditions shall be governed by and construed in accordance with the laws of Victoria, Australia. Disputes arising in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of Victoria, Australia.
- Our use of your personal information is set out in our Privacy Policy:(<https://www.anzstaffclub.org.au/about/privacy-m>).
- Any notice required to be given under these terms and conditions will be:
  - in the case of notice to us: in writing and sent by post to us at our address set out in these terms and conditions, or such other address as may have been notified by us on this website for such purposes from time to time; and
  - in the case of notice to you: posted on this website or emailed to you at the email address you have last provide to us.

## **2. MEMBERS AND MEMBERSHIP**

- In order to access the products and services provided by ASCA, you must be a member. To become a member, you are required to be eligible for membership as per the Club’s rules of association.
- In accordance with the Club’s rules of association, ANZ employees can register as a member of ASCA on our website at <https://www.anzstaffclub.org.au/join>. You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time if they change.
- By registering as a member (under any of the categories), you agree to remain a member of the Club for a **minimum of 6 months** and pay all applicable membership fees for this 3 month period. Please note that you will not be entitled to a refund of your membership fees if you decide to cancel your membership within this period.
- It is your responsibility to ensure that your password or membership number are kept confidential at all times. Your membership number and log in details are **ONLY** to be used



by you as a registered member. Allowing non-members to exploit your membership details is a serious breach and may result in termination of your membership.

- All products and services offered by ASCA to Club members, are subject to availability. When products and services are unavailable, you will be promptly notified. ASCA accepts no liability whatsoever arising from unavailability of goods or services.

### **3. ACCEPTABLE USE POLICY**

The services, products or offers which are available on this website and at our physical stores are provided in good faith and you are prohibited from abusing the benefits you receive from your membership in any unacceptable and fraudulent manner. Any action which undermines the integrity of the Club's purpose and the products and services provided will not be tolerated.

#### **3.1 Prohibited Use**

- ASCA reserves the right to determine what is prohibited use of your membership at its sole discretion.
- The products, services and offers which your membership provides are for your own personal and domestic use. You are prohibited from the resale, resupply or commercial exploitation of products, services or offers to any other person or entity.

#### **3.2 Gift Cards**

- You are limited from purchasing more than \$2000 of gift cards (for all stores combined) in any one calendar month and \$26,000 of gift cards (for all stores combined in any 12 month period).
- Purchasing any more than the prescribed amount is considered unreasonable and unacceptable use of your membership. You will be notified if this is the case and may be prevented from making such purchases to ensure that you are within the limit.
- ASCA understands that it's members may have special circumstances. If you would like to make any purchases of more the prescribed amount for pre-paid cards, you can make a special written request to the Club by emailing [staffclubaustralia@anzstaffclub.org.au](mailto:staffclubaustralia@anzstaffclub.org.au) and explaining your special circumstance. We reserve the right to deem whether to approve your special request at our sole discretion.

### **4. PURCHASES, EXCHANGES AND RETURNS**

Under the Australian Consumer Law, when you buy goods or services as a consumer, they come with automatic guarantees that they will work and do what you asked for. If you buy something that is not right, you may have rights under the Australian Consumer Law, or other relevant consumer laws.

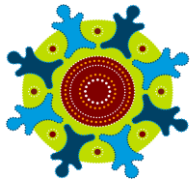
#### **4.1 Purchases**

This policy is applicable to products and services purchased from either our online store or physical stores. You understand and accept that product images used on our website are for illustrative purposes only and may not reflect the true colours, dimensions and sizes of the product in real life.

We recommend that you read the following terms and conditions carefully before you purchase any of our products and services.

**We endeavor to provide products that are:**

- safe, lasting, with no faults;
- look acceptable;
- do all the things someone would normally expect them to do;
- match descriptions made by the salesperson, on packaging and labels, and in promotions or advertising;
- match any demonstration model or sample you asked for;
- be fit for the purpose the business told you it would be fit for and for any purpose that you made known to the business before purchasing;
- come with full title and ownership;



- not carry any hidden debts or extra charges;
- come with undisturbed possession, so no one has a right to take the goods away or prevent you from using them;
- meet any extra promises made about performance, condition and quality, such as lifetime guarantees and money back offers; and
- have spare parts and repair facilities available for a reasonable time after purchase unless you were told otherwise.

**Services that we provide will:**

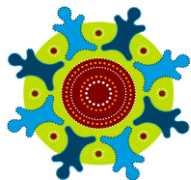
- be provided with acceptable care and skill or technical knowledge and taking all necessary steps to avoid loss and damage;
- be fit for the purpose or give the results that you and the business had agreed to; and
- be delivered within a reasonable time when there is no agreed end date.

**Consumer guarantees do not apply if you:**

- got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like the purchase or had no use for it;
- misused a product in any way that caused the problem;
- knew of or were made aware of the faults before you bought the product; or
- asked for a service to be done in a certain way against the advice of the business or were unclear about what you wanted.

**4.2 Returns Policy**

- Please note that we do not offer exchanges or refunds for gift cards, vouchers and certain event tickets, whether they are digital or traditional.
- We recommend that you select your items carefully as we only offer refunds or replacement for faulty or damaged products.
- If a product is faulty, you may have rights under the Australian Consumer Law. These rights are not limited by a timeframe. If there is a minor fault, we will replace or refund the item within in a reasonable timeframe. If there is a major fault, you may choose a refund or exchange.
- We are happy to offer exchanges within 14 business days from date of purchase or from the date of receiving the product, so long as you have proof of purchase.
- We will not refund items where you were made aware of any faults and damages to the product before your purchase.
- We do not offer refunds or exchanges in cases where you are unclear on how to use the product and have therefore misused the product in a way that caused the problem or have used it against the advice of the Club.
- The items must be unused and in its original condition and packaging for eligibility for exchanges.
- You have the option of returning or exchanging goods by visiting one of our physical stores or by posting the goods back to our storeroom.
- To return products to our storeroom, you are required to firstly email us at **staffclubaustralia@anzstaffclub.org.au**, within 14 business days of receipt of the goods and outline your details and the reason for the exchange or return.
- For change of mind returns, you are responsible for organizing the return of the item.
- There are no return delivery fees if the item is damaged or faulty. Please notify us and we will organise for the return delivery.



### 4.3 Delivery

- We supply and despatch products to members within Australia only.
- There are no delivery costs for retail products purchased online.
- Depending on your chosen method of delivery, there may be associated delivery costs for traditional gift cards and tickets.
- When you have the option of selecting your delivery method, you understand and accept that you do so at your own risk. ASCA is not responsible for any risks associated with your chosen delivery method.
- The delivery methods that may be available are: internal mail, regular post, express post, registered mail and courier. By selecting internal mail, there may be a chance that your purchase gets lost internally and therefore this method is not as secure as the other options available. We do not recommend this method if making expensive purchases.
- All gift cards valued at \$1,000.00 or over, will be delivered by registered post.
- All digital products are delivered by postmaster. We receive confirmation once your digital product has been received by you and therefore if required, we are able to access our records to confirm whether you have received your digital product.
- Once your ordered product leaves our premises, you understand that that we do not have control over delivery.
- It is your duty to ensure that you provide the correct details for your delivery.

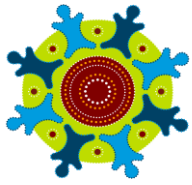
## 5. ACCOMMODATION

We have a number of accommodations available for member use which can be booked through our website. While some of the properties are owned by the Club, there are some properties which the Club rents for member use. Please read section 5.2, carefully to determine as to what is applicable to your booking.

### 5.1 General

- Use of accommodation is available to members and their guests only.
- All communication in respect to the booking will be sent to the member's email address that has been provided to the Club. It is the member's responsibility to ensure that all contact details are up to date.
- Property access details are to be kept confidential at all times.
- Please see the table below for the current properties owned and leased by the Club and the number of maximum occupants permitted in each property. Failure to adhere to this policy without prior consent from the Club will result in immediate cancellation and forfeiture of rental monies.

<b>Properties currently owned by ANZ Staff Club Australia</b>	<b>Max number of occupants (inc children)</b>	<b>Properties currently leased by ANZ Staff Club Australia</b>	<b>Max number of occupants (inc children)</b>
Unit 3/10 Murray Street, Apollo Bay	8	19 Carramar Street, Rye	8
116 Church Street, Cowes	6	Old Burleigh Road, Broadbeach	5



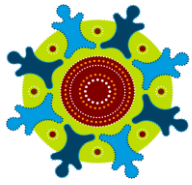
## 5.2 Charges, Payments and Refunds

- All accommodation bookings must be paid for in full at the time of purchase through this website.
- If properties which are presently leased by ASCA are terminated by the owner at any period, we have the right to cancel your booking and you will receive a full refund.
- Please note that for events that are beyond our control, we will promptly notify you in the event that your booking is required to be cancelled and you will be entitled to a full refund.
- You accept that any renovation/building work being carried out near the accommodation is outside our control and as such, we are not responsible for any disturbance, noise or inconvenience that guests may suffer as a result. In such circumstances we will not negotiate a reduced price.
- Cancellations made up to 7 days prior to the stay at the accommodation will be fully refunded to you.
- Cancellations made within 7 days prior to the stay at the accommodation are entitled to a 50% refund.
- Please note that if you book accommodation between the months of November to February, you will not be entitled to a refund at any given point of the cancellation.

## 5.3 Members and Guests Responsibilities

By booking one of our accommodations, you and your guests understand and agree to abide by the following:

- On arrival, and prior to departure, it is your responsibility to ensure that you and your guests have read all notices posted or located in the accommodation.
- Check-in is at 2.00pm and checkout is at 9.30am.
- No pets are allowed at the accommodation.
- Smoking inside the property is prohibited.
- There is a strict **"NO PARTY"** policy for all properties.
- Removal of furniture from the accommodation is prohibited.
- The property is not to be used for any purpose that is unlawful or prohibited by these terms and conditions or by law.
- Re-letting of property or transferring the rental is prohibited without prior written consent from the Club.
- All local government and/or body corporate by-laws applicable to the accommodation must be adhered to at all times.
- Engaging or allowing any action which does or is likely to interfere with the peaceful enjoyment of any other person within the vicinity of the premises is prohibited.
- Respect the residential amenity of the accommodation and neighbours.
- Maintain the security of the accommodation.
- Abide by any noise abatement order issued by police or any regulatory authority.
- Refrain from engaging in any drunken, obscene or antisocial behaviour.
- The property must be left in a clean and tidy condition prior to departure. This includes washing and storing of all dishes, removing all food items from the fridge and pantry and removing all rubbish and bottles from the property.
- You are required to carry out basic cleanliness and maintenance duties if applicable, such as removal of rubbish, gas bottle re-fills and placing garbage bins outside for collection to assist in maintaining the property. Details of cleanliness and maintenance conditions and requirements are available at each property.
- You may be charged for any excess cleaning if you do not adhere to the cleanliness and maintenance requirements of the accommodation. All such reasonable charges will be invoiced to your account.
- Failure to clean the barbecue will result in extra charge.
- All locks, doors and windows are to be secured and curtains and/or blinds are to be closed when departing the property.



- All lights and appliances must be switched off whenever not in use.
- The Club or representatives of the Club must be allowed reasonable access to the accommodation to carry out any necessary repairs. You will be notified in such cases.

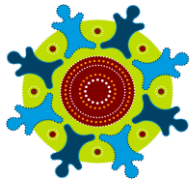
#### **5.4 Damage and Loss of Property**

- Members are liable for any damaged caused to the property.
- Any damage, breakages or loss of property at any accommodation must be reported immediately and paid for by the member. We reserve the right to charge the member who made the booking for all reasonable costs of repair or replacement for any damage, breakages or loss of property incurred during your stay in the accommodation.
- We are not responsible for personal possessions left at the accommodation. Please ensure you check the accommodation premises before departing.

## **6. EVENTS**

ASCA hosts various events for members, as well as hosting events on behalf of ANZ Bank. Please ensure you read the details of an event carefully prior to purchasing tickets to events so that you are aware of any special terms and conditions. By purchasing any event tickets or by attending any events, you understand and accept the following:

- Events include any promotions organised by ASCA.
- Events may have their own special terms and conditions. Please ensure you familiarise yourself with the relevant terms and conditions.
- Where there are no special terms and conditions applicable, these general terms and conditions will apply.
- All event tickets purchased are non-transferable and may not be on-sold or transferred to any third party by you without our prior written permission. Tickets can be transferred between members and guests they have invited to an event.
- When we hold events where we co-brand with ANZ Bank, we cannot provide a guarantee that the event will take place.
- We reserve the right to cancel or postpone an event for any reason. If an event is postponed, your ticket/s shall remain valid for the date of postponement however you may request a full refund if you are not able to attend the postponed event.
- Where the event is cancelled by us, tickets will be refunded in full.
- Cancellations made by you, 7 days prior to the event will be fully refunded to you.
- Cancellations made by you within 7 days prior to the event at are entitled to a 50% refund.
- Please note that while we will endeavour to give you notice where we can, we reserve the right to withdraw, reschedule or amend the event details such as set times, prices, entertainment, activities or features, for any event due to events beyond our control, without notice to you.
- We reserve the right to take video recordings and photographs at any event. Event venues may also advertise that video and photographic equipment is in use on their premises. By attending an event, you consent to being photographed and/ or recorded by a photographer and/or videographer employed, engaged, or otherwise approved by us or by any recording device in use as advertised by a venue.
- You consent and authorise to the use of any photographs and video recordings of you and/or your guests at any event for publicity and/or promotional purposes or any other purposes that the Club deems fit.
- You will be liable for any loss or damage caused at an event by you or your guests.
- You must ensure that you and your guests act lawfully, appropriately and follow any venue rules at all times during the event. Failure to comply with venue rules and any unlawful, inappropriate, disorderly or offensive behaviour will not be tolerated. If this policy is breached, you and your guests may be asked to leave the event and you will not be entitled to a refund for any tickets.



- We are not responsible for any loss or damage to any property (including personal property such as bags, money or other personal items) brought to or purchased at an event by you or your guests.

## **7. SHOW AND SAVE**

We offer our members discount benefits through partnering with companies and promoting their special offers. By showing your ASCA membership card or virtual membership card, you have access to a range of discounts which we offer to you on behalf of our partners.

- If you take advantage of the special offers, it is important to note that we simply promote 3<sup>rd</sup> party offers and cannot dictate or define your relationship with our partner.
- The information on our website for the special offers are provided to us by our partners. Although we will try our best to ensure that we provide accurate and updated information as provided to us by our partners, we are not liable for any inaccuracies.
- Please ensure that you read the fine print and terms and conditions carefully for each offer.