

## Tradie Club - Terms & Conditions

Please read the following Terms and Conditions carefully as they apply to the Tradie Club and by joining the Tradie Club you agree to be bound by them.

### 1. Definitions

- 1.1 "APP" means the AVC software application or program available to download on a mobile phone device, tablet, or other compatible electronic device.
- 1.2 "Application Form" means a form, either in hard or digital copy, subscribing to the Tradie Club.
- 1.3 "AVC" means AVC Operations Pty Limited ABN 81 607 832 299.
- 1.4 "AVC GiftCard" means a gift card that has been received or purchased from AVC including vouchers issued for redemption at an AVC venue.
- 1.5 "Benefits" means all of the perks, rewards, items and benefits offered to Tradies as part of the Tradie Club from time to time.
- 1.6 "Eligible Transaction" means any purchase from the menu items from any Participating AVC Venue, excluding any purchases made using AVC Gift Cards; or combined with or part of any other promotional offers or loyalty programs (except as stated herein) made available by AVC from time to time.
- 1.7 "Membership" means membership (state of belonging) of the Tradie Club.
- 1.8 "Participating AVC Venue" means those venues AVC operates as identified from time to time as being part of the Tradie Club.
- 1.9 "Promotion" refers to competitions, promotions and events exclusively offered to Tradie Club members as offered by AVC at AVC's discretion, from time to time that enable Tradie Club members the opportunity to receive Benefits.
- 1.10 "Tradie" or "you" means the person who subscribed to the Tradie Club and who agrees to be bound by these Terms and Conditions.
- 1.11 "Tradie Club" means the loyalty program operated and managed by AVC at Participating AVC Venues by which a Tradie may accrue or redeem Benefits.

### 2. Tradie Club Perks

- 2.1 Upon completion of an Application Form and acceptance of the Application form by AVC you are entitled to receive
  - 2.1.1 A \$10 food and beverage voucher. Not redeemable for cash. No change given.
  - 2.1.2 a Tradie Club merchandise to collect you must present your completed Application Form to and AVC staff member at a Participating AVC Venue.
- 2.2 On Fridays between 2pm and 7pm at Participating AVC Venues, present evidence of your Membership to an AVC staff member to receive a \$10 food and beverage voucher.
- 2.3 Within a month of your birthday, as shown on valid ID you are entitled to receive a \$20 food and beverage voucher on displaying your birthday email voucher at any participating Tradie Club Venue.
- 2.4 XXXX Dry Promo. 2 schooners of XXXX Dry upon redemption of \$10 Tradie club dollars. Cannot be used in conjunction with any other product.

### 3. Participation and membership

- 3.1 By completing an Application Form, you confirm you have reviewed, understood and agree to be bound by these Terms.
- 3.2 AVC reserves the right at all times to make any changes to these Terms, or Benefits offered pursuant to the Tradie Club at its sole discretion. AVC will make you aware of changes to the Terms via the APP. Your continued participation with the Tradie Club will constitute acceptance of the revised terms and conditions. If the Member does not accept the revised terms and conditions, you should discontinue engagement with the Tradie Club and unsubscribe.
- 3.3 AVC reserves the right to immediately suspend, or terminate a Membership at its sole discretion if they reasonable consider that: (a) Tradie has breached the Terms; (b) the Tradie has engaged or may engage in fraudulent, misleading or dishonest conduct, or conduct that is suspected to be fraudulent, misleading or dishonest in relation to the Tradie Club; (c) the Tradie engages at any AVC venue, or to any AVC employee in a derogatory, harmful, drunken and/or manner otherwise regarded by us as inappropriate (d) the Tradie has not used their Membership for a period of 90 consecutive days; or (e) for any reason, AVC deems reasonable on the provision of 7 days' notice.
- 3.4 Upon a Membership being terminated: (a) the Tradie will cease to be able to use and/or participate in the Tradie Club, and AVC will have no liability, responsibility, or obligation to the Tradie; (b) any Benefits accumulated by the Tradie may, at AVC's discretion, be cancelled or forfeited. In these circumstances, no compensation will be provided for the cancelled or forfeited Benefits.
- 3.5 Participation in the Tradie Club is open only to individuals over the age of 18 years.
- 3.6 AVC reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant you. In the event that you cannot provide suitable proof, you will forfeit any Benefit in whole and no substitute will be offered.
- 3.7 AVC reserves the right to disqualify Tradie who provides false information, fails to provide information that is reasonably requested by AVC or fails to respond within a reasonable time to any reasonable request for information.
- 3.8 Any information you provide will be collected and used by AVC for the purpose of conducting the Tradie Club. AVC may disclose your personal information to its contractors and agents to assist in conducting the Tradie Club or communicating with you. AVC is bound by the National Privacy Principles in the *Privacy Act 1988* (Cth). Tradies can

request access, update or correct the personal information AVC holds about them by contacting AVC at the address stated above of [legal@ausvenueco.com.au](mailto:legal@ausvenueco.com.au).

- 3.9 AVC encourages and practices the responsible service of alcohol at all times. In addition, AVC takes its obligations and responsibilities under Liquor, Gaming and other relevant Regulations and Acts very seriously.
- 3.10 Where a Promotion requires a Tradie to do something, such as fill in an additional form and complete an act, any Promotion entries considered not genuine, incomplete, inappropriate or offensive by AVC for any reason will be disqualified.

#### **4. Benefits**

- 4.1 Each Benefit is not transferable, exchangeable, or redeemable for cash.
- 4.2 If a Benefit is not available for reasons beyond AVC control, AVC reserves the right to substitute the Benefit with a prize of equal or greater monetary value.
- 4.3 The Benefit must be taken as stated and no compensation will be payable if a winner is unable to use the Benefit as stated.

#### **5. General**

- 5.1 AVC accepts no responsibility for any costs incurred by you in entering a Promotion. Benefit winners are advised that tax implications may arise from their Benefits, and you should seek independent financial advice prior to the acceptance of the Benefit.
- 5.2 If for any reason any aspect a Promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures, computer virus, bugs or any cause beyond the control of AVC which corrupts or affects the administration, security, fairness, integrity or proper conduct of a Promotion, then AVC may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to State and Territory law.
- 5.3 The Benefit winners (and their companions) must, at the AVC's request, participate in all reasonable promotional activity (such as photographs and publicity) surrounding the winning of any Benefit, free of charge. The Benefit winners (and their companions) agree to granting the AVC a perpetual and non-exclusive licence to use such footage, photographs and publicity in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 5.4 AVC accepts no responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestions on the internet or at any website, or any combination thereof, including but not limited to, any injury or damage to participants or any other person's computer related to or resulting from participation in a Promotion.
- 5.5 AVC accepts no responsibility for entries to Promotions not received, for whatever reason, including but not limited to late, lost, misdirected entries or otherwise disqualified entries. AVC is not responsible for inaccurate details supplied by the Tradie.
- 5.6 Subject to applicable law, the Benefit winner will not directly or indirectly make, or cause to be made, derogatory or disparaging communication about the Benefit or AVC.
- 5.7 AVC does not accept any responsibility for any infringement of any third-party rights caused by a Tradie entering a Promotion, sole liability rests with the Tradie.
- 5.8 You agree to be bound by the decisions AVC, which are final in all matters relating to a Promotion, subject to State and Territory legislation. No correspondence will be entered into in respect of the AVC's decisions.
- 5.9 A Promotion and these Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
- 5.10 Subject to statutory restrictions, AVC may amend these Terms and Conditions at its sole discretion.
- 5.11 Any Tradie found to have used a third party (including online competition entry site) to enter the Tradie Club or any Promotion on their behalf will have all Promotion entries invalidated and any claim they have to any Benefit will be invalidated. AVC has sole discretion to determine if this clause has been breached by a Tradie.
- 5.12 In the event where the AVC is unable to provide the Benefit or the Tradie is unable to redeem the Benefit, in whole or in part due to coronavirus (COVID-19) related restrictions or associated health and safety risks, AVC will have no liability for any failure to provide the Benefit or inability to the Tradie for redemption of the Benefit.

#### **6. Liability**

- 6.1 Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
- 6.2 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you agree to release and AVC excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury, which is suffered or sustained, as a result of participating in the Tradie Club.