

# Lifestyle at Sydney Olympic Park – Membership Terms & Conditions

1. **Your invitation and my offer** - when notification of my Membership is given, when I use my Card, or when I participate in the Program, I:

- (a) acknowledge your acceptance of my offer to become a Member (and where applicable my Eligible Employer or Education Facility endorsing and/or sponsoring my application for Membership);
- (b) consent to you sending me emails from from time to time giving details of Offers (unless I opt out under clause 10 (*Communication of Offers and Benefits*)); and
- (c) agree that these Terms apply to me and that my participation in the Program indicates my acceptance of these Terms and has the same force and effect as if I had signed these Terms.

2. **Definitions** - In these Terms:

<b>Definition</b>	<b>Meaning</b>
<b>Benefit</b>	a benefit under the Program available or provided to or redeemed by a Member from a Service Provider, which may include discounts, special promotions and other offers of a range of goods and services
<b>Card</b>	the Member card issued to you
<b>Education Facility</b>	refer clause 4(b) ( <i>Eligibility</i> )
<b>Eligible Employer</b>	refer clause 4(a) ( <i>Eligibility</i> )
<b>Eligible Person</b>	refer clause 4 ( <i>Eligibility</i> )
<b>I, my</b>	a Member
<b>Member</b>	an Eligible Person who becomes a member of the Program
<b>Membership Fee</b>	annual fee for my Membership, as determined and reviewed by you from time to time and published on your Website
<b>Offer</b>	an offer of a Benefit to me
<b>Program</b>	our member benefits program known as Lifestyle and available to Eligible Persons
<b>Service Provider</b>	a person or organisation, including SOPA, that has agreed to offer certain goods, services or other benefits to

	Members under the Program
<b>Terms</b>	these terms and conditions of the Program
<b>You, your</b>	Sydney Olympic Park Authority ABN 68 010 941 405 trading as Lifestyle at Sydney Olympic Park ( <b>Lifestyle</b> )
<b>Website</b>	<a href="http://www.lifestyleatthepark.com.au">www.lifestyleatthepark.com.au</a> .

- 3. **Changes in these Terms** - You may vary these Terms from time to time without prior notice to me by updating your Website. The revised Terms will take effect when they are posted on your Website.
- 4. **Eligibility** - Membership is open to the following persons (**Eligible Persons**):
  - (a) employees of a person or corporation carrying on business in Sydney Olympic Park or in the Sydney Olympic Park Development Area, both as defined in the *Sydney Olympic Park Authority Act 2001 (NSW)*; and any other person or corporation that you accept as an Eligible Employer (**Eligible Employer**);
  - (b) students or employees of a person or corporation conducting a formal course or program at an education vocational or training facility located at Sydney Olympic Park (**Education Facility**);
  - (c) a resident of Sydney Olympic Park; and
  - (d) any other person you accept as eligible for Membership (**Eligible Persons**).
- 5. **Membership fee** – I (or my Eligible Employer or Education Facility, where applicable) must pay you the Membership Fee on the date and in the manner advised by you and without set-off or deduction. Membership fee is non-refundable.
- 6. **Issue of Card** – If you accept my Membership application, you will send me a 'welcome pack' containing my Card, a copy of these Terms and other information relating to my Membership.
- 7. **Use of the Card** - The Card is issued by you and remains your property; is not transferable; and may only be used during the validity period (if any) shown on the Card.
- 8. **Replacement cards** – I must advise you as soon as possible if my Card is lost, stolen or used without my authorisation. I am liable for all use of the Card until I notify you of the loss, theft or unauthorised use of the Card, and for the replacement fee of \$15 (GST inclusive).

9. **Service Providers** - Under the Program, Service Providers have agreed to provide Benefits to Members of the Program, subject to the terms of each Benefit.

You (or my Eligible Employer or Education Facility, where applicable) will not provide or be required to provide Benefits to Members, unless also acting as a Service Provider from time to time in relation to a particular Benefit.

10. **Communication of Offers and Benefits** – You will provide details of Benefits by email to me and as published on your Website and in other correspondence and advice of Offers issued by you or by your Service Providers from time to time.

You will take reasonable care to ensure that information you publish in relation to the Program is accurate but do not accept any liability relating to information provided by third parties. All descriptions of Benefits you publish are based on information supplied by Service Providers.

If at any time I no longer wish to receive special promotions, I may opt-out by contacting you using the contact details on your Website or by other means provided in member communications.

11. **Claiming a Benefit** - The Offer will indicate how I may claim a Benefit, including by presenting my Card or temporary Membership identification, providing my Membership details in a web-based transaction or telephone booking, providing other identification, or signing a separate agreement with a Service Provider.

All Benefits are subject to availability and other terms and conditions which may be imposed by Service Providers. These may be communicated by you on behalf of the Service Provider in the media outlined above or by the Service Provider.

Unless otherwise stated, no Benefit may be used in conjunction with any other Offer.

The Benefits are available to Members only and cannot be sold, transferred, assigned or otherwise dealt with, unless otherwise stated by you or the relevant Service Provider.

12. **Transactions with Service Providers**- Under the Program, you arrange for Service Providers to offer Benefits to Members.

Except where you provide the relevant Benefit, Service Providers are not your agents and have no authority, express or implied, to bind you or to make any representations, warranties or statements on your behalf; and you are not a party to any transactions entered into between a Member and a Service

Provider and are not responsible for any such transactions.

You are not liable in any way if I do not notify a Service Provider that I am seeking a Benefit relating to an Offer; a Service Provider does not make a Benefit under an Offer available for any reason; a Service Provider fails to comply with the terms of any transaction entered into with me; or the Program is suspended or terminated.

I am responsible for any liability relating to the payment of tax, including GST, which arises from my participation in the Program by my purchase or receipt of any goods or services from a Service Provider.

13. **Member Obligations** -

- (a) I am responsible for the use of the Card, and any breach of these Terms.
- (b) I must immediately notify you if I am no longer an Eligible Person.
- (c) I must not:
  - (i) abuse or misuse the Program, any benefits, facilities, services or arrangements I receive under the Program;
  - (ii) act in any way which is likely to be detrimental to the interests of you, Service Providers or the Program;
  - (iii) supply or attempt to supply any false or misleading information, or make any misrepresentation to you;
  - (iv) sell, assign, transfer or acquire, or offer to sell, assign, transfer or acquire any Program benefit other than in accordance with these Terms; or
  - (v) act in any way which, in your reasonable opinion, breaches or is likely to breach these Terms or is inconsistent with the intent of these Terms.

14. **Privacy, transaction information and imagery** - By using my Card in conjunction with the Program, I consent to:

- the Service Provider collecting certain information relating to my transaction(s) and, where applicable, transferring it to you; and
- your use of such information from the Service Provider, or other information you collect as part of the Program.

That information collected may include:

- (a) my Membership number, the date and time of my transaction and details of Benefits, Member surveys, and other information relating to the transaction (**Transaction Information**); and
- (b) all or part of any photographs, footage, words, images, quotes or other comments which identify me and any other personal information about me collected in connection with the Program or Benefits (**Material**) for which I waive the right to receive payment in relation to the Material and agree that you may edit the Material in your absolute discretion.

You may use the Transaction Information and Material for the purpose of:

- (a) administering the Program, tracking my use of the Program and providing a range of Benefits relating to the Program; and
- (b) providing communications and marketing (including, where applicable, my Eligible Employer or Education Facility) for the Program.

Service Providers are required to only use the Transaction Information for the purposes of the Program and will not have access to my name and address unless I agree to provide it to them. You take no responsibility for any information I may give to any Service Provider. You are in no way responsible or liable for the acts or omissions of the Service Providers. I should refer to the privacy policies of Service Providers for information on how they handle my personal information.

Where any of the above information comprises "**Personal Information**" under the Privacy Act 1988, it will be handled in accordance with your Privacy Policy. You may use contractors, agents and suppliers to assist you in servicing Members. These parties may require access to some of my personal or confidential information. In such cases you require these parties to maintain confidentiality and not misuse information. Examples of these parties include your computer system support companies.

You may be required under the Government Information (Public Access) Act 2009 (NSW) in relation to government information and certain government contracts to publish or provide certain information about the Program. You will comply with this Act when publishing or providing such information.

15. **Termination of Membership** - You may immediately terminate my Membership, cancel my Card and refuse to honour any unused Benefits:

- (a) upon my death;
- (b) if my annual Membership fee remains unpaid for more than 14 days after written demand for payment has been served on me or, where applicable, my Eligible Employer or Education Facility;
- (c) by giving me 14 days prior written notice if:
  - (i) I do not comply with these Terms;
  - (ii) I cease to be an Eligible Person;
  - (iii) I do not comply with the conditions of any product or service offered by a Service Provider or for the Program; or
  - (iv) the Program is suspended or terminated.

16. **Change as Eligible Person** – if I give you notice under clause 13 (*Member obligations*) that I am no longer an Eligible Person, you may consent, at your sole discretion, to continuation of my Membership until the end of my then current Membership term.

17. **Warranties, release and indemnities** - To the extent permitted by law:

- (a) you, your contractors agents and employees (and where applicable my Eligible Employer or Education Facility) (**Indemnified**) make no representations or warranties, whether express or implied and whether arising under legislation or otherwise, as to the availability, accessibility, quality, accuracy, reliability, completeness, currency or timeliness, condition, suitability, fitness or safety of the Benefits or the Program, or any communications provided on or via the use of your Website or promotional material;
- (b) I release and indemnify the Indemnified from each and every cost, expense, liability, obligation, claim, suit, action, demand, loss, and all damages (**Liability**) for any direct or indirect or consequential loss, damage, injury or death, whether arising from negligence or otherwise, incurred by:
  - (i) my (or other party authorised by me) use of or conduct in the Program;
  - (ii) my breach of these Terms or other legal obligation in relation to my Membership and the Program;
  - (iii) termination of my Membership under clause 15 (*Termination of Membership*);

(iv) use of or reliance on any Benefits provided by the Service Providers in the Program,

except to the extent that such Liability was caused by you.

If any law prohibits the exclusion of such Liability, the Liability to the Indemnified is limited, to the maximum extent possible, to the resupply of the relevant Benefit or paying for the relevant Benefit to be resupplied.

18. **Severability** - Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.
19. **Waiver** - My failure to exercise or enforce any one or more of my rights under these Terms will not constitute a waiver of such rights unless such waiver is granted by you in writing.
20. **Complaint Procedure** – I may lodge a complaint about:
- a Benefit offered by a Service Provider, by contacting the relevant Service

Provider. You reserve the right to monitor such complaints and disputes;

- the Program, by contacting you via the contact details on the Website.

21. **Disputes** – Disputes in relation to these Terms or regarding eligibility to participate in the Program will be resolved by you in your absolute discretion.
22. **Contact Details** – your Website contains your contact details.
23. **Notices** – Written notices in relation to these Terms may be served:
- by me to you, using your contact details on your Website; and
  - by you to me, using my email address or other address provided to you from time to time.
24. **Whole agreement** – Upon my becoming a Member, these Terms represent the current agreement between you and me.
25. **Governing Law** - These Terms are governed by the laws of New South Wales, Australia. You and I irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

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*Version: June 2016*