

DODO POWER & GAS

INFINITE REWARDS Terms and Conditions

1. Terms and Conditions

- 1.1. These terms and conditions apply between Infinite Rewards Pty Ltd and those individuals who sign up to the Infinite Rewards program through Dodo Power & Gas.
- 1.2. As an Infinite Rewards program member, receiving the benefit of that program, you will be bound by these Terms and Conditions, as varied by us from time to time (in accordance with these Terms and Conditions), from the first time you use your membership card.
- 1.3. If you do not agree to these Terms and Conditions you may return the card to us within 7 days for a full refund.
- 1.4. Terms and conditions set by participating businesses, where applicable, are available on request.

2. Meaning of words

- 2.1. In these Terms and Conditions the following words have the following meanings:
 - a) "application form" means the form completed by an individual (whether online or in paper form) to become a member of the Infinite Rewards program.
 - b) "Benefits" means discounts and special offers available from participating businesses as offered from time to time subject to any conditions as notified from time to time.
 - c) "Infinite Rewards program" means those arrangements by which a member receives Benefits from participating businesses under these Terms and Conditions.

- d)** “membership card” means a card or key tag issued to members of the Infinite Rewards program.
- e)** “our website” means the Infinite Rewards website located at www.infiniterewards.com.au.
- f)** “participating business” means retailers (and other persons) who supply goods and services in respect of which various discounts, special offers and other benefits may be claimed by members subject to any conditions determined by those retailers.
- g)** “we” or “our” means Infinite Rewards Pty Ltd (ACN 112 086 790) trading as Infinite Rewards or its authorised representatives.
- h)** “Dodo Power & Gas” means Dodo Power & Gas Pty Ltd (ACN 123 155 840) of Level 14, 600 St Kilda Road, Melbourne.

3. Membership

- 3.1.** Only individuals (not corporations) may become members of the Infinite Rewards program.
- 3.2.** We reserve the right to refuse any application for membership.
- 3.3.** We will deliver the membership card to you once we are advised by Dodo Power & Gas that you have become their customer.

4. Using your membership

- 4.1.** You may use your membership to receive the Benefits.
- 4.2.** All Benefits are subject to availability and any conditions as determined by the relevant participating business. It is your responsibility to satisfy or comply with any conditions imposed by participating businesses for the receipt of any Benefits.
- 4.3.** Each participating business providing Benefits identifies you as being eligible for the Benefit in one or more of the following ways (at their discretion):
 - a)** when you present your membership card at the point of sale at a retail outlet of the participating business; or
 - b)** when you quote your membership identification number (or username and password) if you are making a transaction by telephone, internet or mail order; or

c) when you print a Benefit voucher from the our website and take it and your membership card to the retail outlet of the relevant participating business.

4.4. Benefits cannot be exchanged, transferred, sold, bartered, redeemed for cash or otherwise dealt with other than in accordance with these Terms and Conditions. If a Benefit voucher becomes lost or stolen it will not be replaced.

4.5. To the extent permitted by law we are not liable for any Benefit not being available for any reason whatsoever. In addition, and without limiting the foregoing, to the extent permitted by law we are not liable for:

a) any delay by or failure of a participating business to notify us of the details of a Benefit;

b) a failure by you to take advantage of a Benefit because you have not complied with the participating business's conditions (including limited time offers) for receiving the Benefit; or

c) any failure by you to notify a participating business that you are a member and entitled to a Benefit.

4.6. Participating businesses may cease to be participants of the Infinite Rewards program from time to time. To the extent permitted by law we are not liable if you fail to receive a Benefit because a participating business ceases to be a participant in the Infinite Rewards program.

4.7. You must notify us immediately of any unauthorised transaction in relation to your membership.

4.8. You must notify us of any dispute relating to the Benefits as soon as possible after you become aware of the dispute. We will endeavour in good faith to resolve the dispute.

5. Membership cards

5.1. Membership cards are not credit or charge cards, are not transferable (except that you may permit members of your immediate family to use your card), and remain our property.

5.2. You must notify us immediately of any change of address or of a lost or stolen membership card. To the extent permitted by law we are not liable for any delay in replacing a membership card or for any unauthorised use of a membership card. We may charge \$10.00 per card for replacement cards.

6. Termination of membership

- 6.1.** To the extent permitted by law we will not be obliged to refund any part of a paid membership fee on cancellation of a membership, by you or by us, in accordance with this clause 6.
- 6.2.** We may terminate your membership if you, or a member of your immediate family who uses a membership card:
- a)** fail to comply with these Terms and Conditions;
 - b)** abuse any privilege accorded to you as a member under the Infinite Rewards program; or
 - c)** supply any false or misleading information or make any false or misleading misrepresentations to us or to any participating business in connection with the Infinite Rewards program or a Benefit.

7. Changes, suspension or termination

- 7.1.** Subject to applicable law and sub-clause 7.2 we reserve the right to make any changes at any time, without prior notice and at our absolute discretion, to these Terms and Conditions and the range of participating businesses. This includes changes that have or may have the effect of reducing or eliminating the number or value of Benefits, or the period for receiving any Benefit. We will attempt to notify members of any changes but, to the extent permitted by law, will not be liable for failure to do so.
- 7.2.** Our Privacy Policy forms part of these Terms and Conditions, and will prevail over these Terms and Conditions if they are inconsistent in any respect. We will not purport to alter the Privacy Policy under sub-clause 7.1, without first giving written notice to members and giving members who do not wish to be bound by the changed Policy the opportunity to withdraw from the Infinite Rewards program.
- 7.3.** To the extent permitted by law, we reserve the right to make any changes at any time without prior notice and in our absolute discretion to the Benefits.
-

7.4. Subject to applicable law, we reserve the right to suspend or terminate the Infinite Rewards program at any time without prior notice. To the extent permitted by law and subject to clause 7.5 below, we will not be liable for the suspension or termination of the Infinite Rewards program on any account whatsoever including (without limitation) for any Benefit that a member could have received at the time of suspension or termination.

7.5. If we terminate the Infinite Rewards program we will refund the membership fee, if any, paid by you to us, on a pro rata basis for the period of membership remaining after the termination of the Infinite Rewards program.

8. Member information

8.1. Information about members, including information in the application form and information about receipt of Benefits by members, will be held in our internal database (“our Database”) which will contain information about you and your use of the membership.

8.2. We and our agents will only use the information from our Database to manage and administer the Infinite Rewards program.

8.3. Each member consents and agrees to the provision of the information on the application form to Infinite Rewards and authorises us to store and use that information, for the purposes stated in this clause 8.

9. Liability

9.1. Subject to clause 9.4, 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 Infinite Rewards program are expressly excluded to the full extent permitted by law. Any liability we may have to a member under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to:

- a)** supplying, or paying the cost of supplying, the goods or services again; or
- b)** repairing, or paying the cost of repairing, the goods; at our option.

9.2. Subject to clauses 9.1 and 9.4, and to the extent permitted by law, any liability that we may have to a member whether for negligence, breach of contract or otherwise is limited:

a) in the case of any claim relating to Benefits, to supplying, or paying the cost of supplying, the Benefit again or repairing, or paying the costs of repairing, the Benefit, at our option;

b) in any other case to a maximum of \$50.

9.3. Participating businesses do not have any authority, express or implied, to make any representation, warranty or statement on our behalf and we accept no liability in respect of such representations, warranties or statements.

9.4. Our services come with unconditional statutory warranties that they will be rendered with due care and skill and be reasonably fit for their purpose. You are entitled, at your option, to a refund, repair or replacement for a breach, and to compensation for any other loss. Any words in these words and conditions referring to “the extent permitted by law” and “subject to applicable law” are subject to these warranties.

10. General

10.1. A notice will be deemed to be given by us to a member if it is sent to the postal or email address of the member appearing in our Database as notified by you on the application form.

10.2. Any tax, liability, or duty arising from a member’s participation in the Infinite Rewards program is the responsibility of the member.

Dodo Power & Gas Pty Ltd

ABN 15 123 155 840

Level 14 600 St Kilda Rd
Melbourne VIC 3004
