



The Sfera Group Rewards Program Terms and Conditions

Introduction

These Terms and Conditions form the basis of The Sfera Group Rewards Program.

1.0 Membership

- 1.1. Membership is free. A person can apply to become a member of The Sfera Group Rewards Program by completing mandatory details online (www.sferas.com)
- 1.2. Members will be bound by these Terms and Conditions which may be varied from time to time.
- 1.3. A member must notify The Sfera Group of any change of address or of a lost or stolen membership card. The Sfera Group is not liable for any delay in replacing a membership card or for any unauthorised use of a membership card.
- 1.4. Points will not be credited until an individual becomes a member. Members can confirm the number of points held by them by logging in online. Disputes about any details regarding member's points must be notified to The Sfera Group's membership team (events@sferas.com). A written statement by The Sfera Group deciding any such dispute is final and binding.
- 1.5. The Sfera Group may terminate a membership without notice for any reason including, without limitation, if the member:
 - 1.5.1. Fails to comply with these membership Terms and Conditions
 - 1.5.2. Abuses any privilege accorded to the member : or
 - 1.5.3. Supplies any misleading information or make any misrepresentations to The Sfera Group staff or management
 - 1.5.4. If the member does not use his or her membership card for a period of 12 months
- 1.6. A member may terminate his or her membership at any time by giving written notice to The Sfera Group membership team (events@sferas.com). The member's points will be cancelled 12 months after receiving the notice and the member's details will be deleted from the The Sfera Group membership database.
- 1.7. Membership cards are not credit or charge cards, are not transferable, and remain the property of The Sfera Group and must be returned to The Sfera Group if a member ceases to be a part of the scheme.
- 1.8. Any tax, liability, or duty arising from a member's participation in The Sfera Group membership program is the responsibility of the member.

2.0 Earning points and Redeeming points

- 2.1. Points will be credited to a member's account for purchases by the member from The Sfera Group on qualifying goods or services. Promotional and incentive programs may be offered from time to time.
- 2.2. The Sfera Group will determine which goods or services are qualifying goods and services and the number of points that will be credited to a member's account for such purchases.
- 2.3. A member must present his or her membership card to The Sfera Group staff before the purchase is concluded. Failure to present the membership card will result in no points being credited to the member's account for the purchase.
- 2.4. Points cannot be redeemed as cash.

3.0 Other deductions of points

- 3.1. The Sfera Group may deduct from the points balance in a member's account any points credited in error and any points relating to a purchase which is cancelled or reversed or where a refund is given.
- 3.2. Any points not redeemed within 12 months after the end of the month in which the points were credited to that account will, at the discretion of The Sfera Group, expire and will be deducted from the points balance in a member's account.



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4.0 General

- 4.1. Discounts cannot be used in conjunction with any other offer including, but not limited to, In-House Event early bird specials, 1877 Pasta and Wine Bar and Gourmet Centre specials and offers. Discounts cannot be used on existing bookings. Discount is not available on weddings and cannot be used in conjunction with Sfera's Party Platters.
- 4.2. The Sfera Group may make any changes at any time without prior notice to members to these Terms and Conditions and the reward schedule. The Sfera Group will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 4.3. The Sfera Group may without prior notice to members, change those goods and services which qualify for points and the number of points that attach to those goods and services.
- 4.4. The Sfera Group reserves the right to suspend or terminate the membership program at any time without prior notice. The Sfera Group will not be liable for the suspension or termination of the program on any account whatsoever including (without limitation) for any points balance in a member's account at the time of suspension or termination.
- 4.5. The Sfera Group assumes no liability to a member whether for negligence, breach of contract or otherwise except :
 - 4.5.1. any claim relating to points, to crediting that number of points to the member's account.
- 4.6. A notice shall be deemed to be given by The Sfera Group to a member if it is sent to the postal or e-mail address of the member appearing in the member database.
- 4.7. These terms and conditions will be construed according to and be governed by the laws of Australia. The parties submit to the exclusive jurisdiction of the courts in and of Australia in relation to any dispute arising under these terms and conditions.

5.0 Privacy Statement

- 5.1. The Sfera Group may collect information about members including information contained in the application form and information as to transactions resulting in points credits and debits which will be held in the membership database. The membership database contains the following member information:
 - 5.1.1. Name, address & telephone number(s)
 - 5.1.2. Transaction details associated with the collection of membership program points
 - 5.1.3. Points collected and awards provided.
 - 5.1.4. E-mail addressA member may access the information on the member held by The Sfera Group by contacting the The Sfera Group membership team (events@sferas.com). If the information is inaccurate or incomplete, the member may advise The Sfera Group to update the information or do so online.
- 5.2. Information from the member database will be made available to The Sfera Group's agents involved in administering the membership program including agents producing cards and points summaries and data processing. Information from the membership database will also be made available to and used by The Sfera Group and its agents, for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
- 5.3. Each member consents and agrees to:
 - 5.3.1. The Sfera Group and its agents including Zen Global accessing the information contained in the member database;
 - 5.3.2. The disclosure of any information contained in the member database to The Sfera Group, Zen Global and its agents for the purposes set out above; and
 - 5.3.3. The disclosure of any information contained in the member database by The Sfera Group, Zen Global or its agents for the purposes referred to above.