

# Mitavite® Rewards Programme

## Terms and Conditions

These are the Terms and Conditions of the Mitavite® Rewards Programme.

For definitions and interpretation see clause 11.

### 1. Eligibility for Membership

1.1 To be eligible for Membership, you must:

- (1) be an individual;
- (2) be aged 15 years or older; and
- (3) have valid and working e-mail and postal addresses.

1.2 Membership is not open to:

- (1) groups of individuals, unincorporated associations, partnerships, corporations and government departments or authorities; and
- (2) individuals participating in the Mitavite® Rewards Programme as representative or agent or otherwise on behalf of groups of individuals, unincorporated associations, partnerships, corporations or government departments or authorities.

### 2. Membership

2.1 We offer Membership wholly at our own discretion and have the right to accept or reject any application for Membership.

2.2 To apply to become a Member, you must:

- (1) apply for Membership through the Mitavite® Rewards Page;
- (2) fill in all mandatory fields in and complete the online registration form; and
- (3) provide true and accurate answers to all questions asked in the online registration form.

See our *Privacy Policy and Personal Information Collection Statement* here:

[http://www.mitavite.com/privacy\\_policy](http://www.mitavite.com/privacy_policy) and

[http://www.mitavite.com/personal\\_information\\_collection\\_statement](http://www.mitavite.com/personal_information_collection_statement)

2.3 By applying for Membership, you:

- (1) agree to these Terms and Conditions;
- (2) warrant that all information that you have provided when applying is true and accurate;
- (3) consent to receive the Mitavite® Rewards Programme newsletter via e-mail; and
- (4) consent to receive advertisements, offers, promotions, marketing programmes and competitions relating to Mitavite® and Vitamite® and products.

2.4 You will not become a Member until we have approved your application and assigned to you a Membership Account.

### 3. Rewards

As a Member you are entitled to:

- (1) receive Rewards Points for your Eligible Purchases;
- (2) redeem your Rewards Points to acquire Rewards; and

- (3) participate in prize draws, competitions, special offers and other benefits offered exclusively to Members.

#### **4. Earning Rewards Points**

- 4.1 You may apply to receive Rewards Points for Eligible Purchases made by you while you are a Member.
- 4.2 To earn Rewards Points, you must submit a Rewards Claim through your Membership Account and upload a copy of the receipt for your Eligible Purchase.
- 4.3 The uploaded receipt must be clear and legible and must show the date of the Eligible Purchase, the retailer's name and ABN or GST number, the Eligible Products purchased and their prices, and the amounts paid by you.
- 4.4 You cannot submit a Rewards Claim:
  - (1) That is dated before 1<sup>st</sup> October 2018
  - (2) for an Eligible Purchase not made by you;
  - (3) more than 6 months after the date of the Eligible Purchase; or
  - (4) if your Membership has been terminated or cancelled.
- 4.5 You cannot submit more than one Rewards Claim in respect of the one Eligible Purchase or receipt.
- 4.6 You will not receive any Rewards Points unless we validate your Rewards Claim.
- 4.7 We will notify you within 48 hours after we validate or reject your Rewards Claim.
- 4.8 If we validate your Rewards Claim, your Membership Account will be credited with the number of Rewards Points shown in the Rewards Schedule for the Eligible Products you purchased.
- 4.9 Your Rewards Points remain valid for redemption until the earliest of:
  - (1) 24 months after you earned them;
  - (2) termination or cancellation of your Membership; and
  - (3) termination of the Mitavite® Rewards Programme.
- 4.10 Rewards Points have no monetary value and cannot be traded or redeemed for cash or other monetary consideration.
- 4.11 Rewards Points cannot be transferred to another Membership Account or Member.

#### **5. Redeeming Rewards Points.**

- 5.1 You may redeem your Rewards Points for Rewards.
- 5.2 To redeem Rewards Points, you must log in and choose your Reward on the Mitavite® Rewards Page.
- 5.3 We:
  - (1) will determine in our sole discretion the number of Rewards Points that must be redeemed for each Reward; and
  - (2) may at any time and in our sole discretion alter the number of Rewards Points that must be redeemed for a Reward.
- 5.4 We will notify you within 48 hours whether or not your redemption has been validated.
- 5.5 We will not be bound by any redemption that is not validated.
- 5.6 If we validate your redemption, the number of Rewards Points redeemed will be debited from your Membership Account.
- 5.7 Subject to availability, we will dispatch your Rewards to your postal address within 14 business days after we notify you that your redemption has been validated.

## **6. Suspension or termination of the Mitavite® Rewards Programme**

- 6.1 We may suspend or terminate the Mitavite® Rewards Programme at our sole discretion by giving at least 6 months' notice of the suspension or termination.
- 6.2 If the Mitavite® Rewards Programme is suspended, you cannot submit a Rewards Claim or redeem Rewards Points until the suspension ceases.
- 6.3 If the Mitavite® Rewards Programme is terminated, your Membership and all your Rewards Points will expire immediately.

## **7. Termination or cancellation of Membership**

- 7.1 We may terminate your Membership immediately by notice in writing:
  - (1) if there are reasonable grounds to believe that you have breached any of these Terms and Conditions; or
  - (2) you have committed or engaged in any fraud in relation to or abuse of the Mitavite® Rewards Programme.
- 7.2 You may cancel your Membership at any time by giving us notice in writing.
- 7.3 If your Membership is terminated or cancelled, your Membership and all your Rewards Points will expire immediately.

## **8. Changes to these Terms and Conditions**

- 8.1 We may make any changes to the Mitavite® Rewards Programme, the Mitavite® Rewards Page or these Terms and Conditions, including changes to:
  - (1) the ways in which Rewards Points are earned, awarded and redeemed; and
  - (2) restrictions and conditions on Rewards and Reward Points.
- 8.2 We will give at least 3 months' prior notice of any changes by:
  - (1) e-mailing Members; and
  - (2) posting details of the changes on the Mitavite® Rewards Page.
- 8.3 Without limiting this clause in any way, you will be deemed to have received notice of changes to these Terms and Conditions if we comply with clause 8.2(2).

## **9. Liability**

- 9.1 Subject to clause 9.2, we and our officers, employees and agents will not be liable for any loss or claim of any kind (including without limitation consequential loss, financial loss or loss of profits) arising under or in connection with the Mitavite® Rewards Programme or these Terms and Conditions (including without limitation any change to the Mitavite® Rewards Page or these Terms and Conditions), save to the extent that such loss or claim arises from the negligence or wilful misconduct of us or any of our officers, employees or agents.
- 9.2 Clause 9.1 is not intended to exclude or restrict any non-excludable terms, conditions, warranties or guarantees implied into contracts for the supply of goods or services by or under any consumer protection legislation.

## **10. General**

- 10.1 If anything in these Terms and Conditions is unenforceable, illegal or void then it is read down to the extent necessary to render it enforceable, legal or valid or, failing that, is severed and the rest of these Terms and Conditions remains in force.
- 10.2 These Terms and Conditions are subject to the law of New South Wales.

## 11. Definitions and Interpretation

### 11.1 Definitions

In these Terms and Conditions:

- (1) **Eligible Product** means a Mitavite® Vitamite® product shown on the Mitavite® Rewards Page.
- (2) **Eligible Purchase** means the retail purchase of an Eligible Product shown on the Mitavite® Rewards Page at the time of the purchase and excludes acquisition by redemption of Rewards Points and any other means of acquisition.
- (3) **Member** means a person who has registered for Membership and remains currently registered at the relevant date.
- (4) **Membership** means membership of the Mitavite® Rewards Programme.
- (5) **Membership Account** means the record of a Member's Membership, which is accessed by logging in through the Mitavite® Rewards Page.
- (6) **Mitavite® Rewards Page** means the Mitavite® Rewards Programme home page on the Mitavite® website at [www.mitavite.com](http://www.mitavite.com).
- (7) **Reward** means any Eligible Product, other product, facility, discount, service or arrangement offered or available to Members at the time of redeeming Rewards Points.
- (8) **Rewards Claim** means a Member's claim for Reward Points under clause 4.
- (9) **Rewards Point** means a point awarded to a Member under clause 4.

### 11.2 Interpretation

In these Terms and Conditions, unless the contrary intention appears:

- (1) headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- (2) any period of time is to be calculated exclusive of the day or time when the period begins;
- (3) if an act must be done on a given day which is not a business day, it must be done instead on the next business day;
- (4) the words **include** or **including** do not limit the meaning of the words to which they relate to the example or to examples of a similar kind;
- (5) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.