

Terms and conditions of Ocean Beach Surf Life Saving Club Supporters Program

- 1. In its absolute discretion the Board of OBSLSC ('Board') may grant individuals ('Cardholders') access to the Ocean Beach Surf Life Saving Club Supporters Program ('Supporters Program') and issue a Supporters card ('Card') to the Cardholder.
- 2. Use of the Supporters Program and the Card constitutes acceptance of and agreement to the terms and conditions of the Supporters Program as amended or modified or replaced from time to time ('Terms') and any other conditions imposed by the Board, in its absolute discretion, at any time, and without notice or reason. The latest Terms supersede and replace any and all previous terms and conditions in connection with the Supporters Program. A copy of the current Terms may be viewed at www.oceanbeachslsc.com when the website or its replacement are available.
- 3. Supporters Program benefits will be determined by the Board from time to time and may include discounts, invitations to events, entry into promotions and are subject to availability.
- 4. Cards are uniquely numbered, non-transferable and remain the property of OBSLSC at all times. Cards must be returned to OBSLSC immediately upon demand by OBSLSC. Cards are not debit, credit or charge cards.
- 5. Cards must be presented at the time of a transaction at OBSLSC in order to accrue or redeem benefits related to that transaction.
- 6. Supporters Program benefits only apply to the named Cardholder upon presentation of their Card and are non- negotiable, non-transferable, not redeemable for cash and may not be used in conjunction with other offers unless otherwise specified by the Board.
- 7. The Board may, in its absolute discretion, at any time, and without notice or reason, cancel the Supporters Program, future or accrued benefits associated with the Supporters Program and/or cancel or suspend any Card or Cardholder's access to the Supporters Program.
- 8. Supporters Program benefits are valid until cancelled by the Board, in its absolute discretion, or until the Cardholder notifies OBSLSC that he or she wishes to leave the Supporters Program. If a Cardholder's access to the Supporters Program is terminated or if their Card is cancelled, then the Cardholder must return the Card to OBSLSC immediately.
- 9. OBSLSC is not responsible for stolen, lost or fraudulently used Cards. The Cardholder must report a stolen or lost Card to OBSLSC immediately. The Cardholder's existing Card will be cancelled, and a new Card issued to the Cardholder on payment of a replacement Card fee. The replacement Card fee will be determined by the Board of OBSLSC from time to time in its absolute discretion. The Board may, in its absolute discretion, refuse to issue a replacement Card.

- 10. OBSLSC shall not be liable in any way if benefits or promotions are unavailable for any reason including, but not limited to, as a result of a technical malfunction, operator fault, computer hardware or software errors.
- 11. OBSLSC is not liable in any way whatsoever for any injury or loss (including any indirect or consequential loss) of any kind to person or property suffered by any Cardholder whether by reason of any act or omission, deliberate or negligent, of OBSLSC in connection with the Members Club, including injury or loss incurred whilst participating in any activity of the Members Club or OBSLSC or in any activity in which Cardholders are invited to participate. This condition is subject to any liability which may not be lawfully excluded, in which case such liability will be limited to the fullest extent permitted by law.
- 12. Cardholders indemnify OBSLSC for and against any loss or claim suffered or incurred by OBSLSC arising from or in connection with a breach of these Terms by a Cardholder or in connection with a Cardholder's Card.
- 13. OBSLSC holds and uses a Cardholder's personal information in accordance with OBSLSC's privacy policy (a copy of which may be viewed at www.oceanbeachslsc.com when the website or its replacement are available).
- 14. If any clause of these Terms, or any part of any clause, is or becomes illegal, invalid, or unenforceable, then that part shall be severed, and the remainder of the Terms shall continue in force. The words ""include"" and ""including"" and other similar words and expressions are to be construed without limitation.
- 15. These Terms are governed by the laws in force in NSW, Australia and the parties submit to the jurisdiction of the courts of NSW, Australia.