

TERMS AND CONDITIONS

OVERVIEW

Know It All Loyalty Systems Pty Ltd ACN 152 542 919 ("KIALS") operates the LiveLife Loyalty Card program (LiveLife rewards") which is used by participating LiveLife pharmacies ("Pharmacy") in accordance with the terms and conditions set out below ("Terms and Conditions")

Whilst LiveLife Rewards is used in LiveLife Pharmacies across Australia, your Loyalty Card can only be used by you in the Pharmacy where you were issued your Loyalty Card ("Your Pharmacy") or as permitted under clause 1.3.5 of these Terms and Conditions. By applying to join LiveLife Rewards, or by using your Loyalty Card, you agree to be bound by these Terms and Conditions and by any variations to them.

KIALS and/or Your Pharmacy will notify you in writing either by email, SMS or post of any variations to these Terms and Conditions. Any variations to the Terms and Conditions are issued to you.

1. MEMBERSHIP

1.1 Eligibility

1.1.1 Membership in LiveLife Rewards is open to individuals and organisations. Loyalty Cards will only be issued in the name of one individual or organisation. Loyalty Cards will not be issued in joint or family names.

1.1.2 Applicants must be over 18 years of age or have the consent of a parent or guardian. Where an Applicant is under 18 years of age, a parent or guardian must co-sign the LiveLife Rewards Application Form. Your Pharmacy may require you to provide proof of age.

1.1.3 Employees of Pharmacies must first obtain the written consent of their employer prior to participating in the LiveLife Rewards. Failure by an employee to obtain prior consent may result in the termination of their Loyalty Card.

1.1.4 Your Pharmacy may require you to make a purchase within the Pharmacy in order to be eligible to apply to receive a Loyalty Card ("Minimum Purchase Requirements"). Such Minimum Purchase Requirements are solely at the discretion of Your Pharmacy.

1.2 Cardholder application

1.2.1 In order to apply to receive a Loyalty Card, you must complete the LiveLife Rewards Application Form provided in-store by Your Pharmacy. Applicants are required to provide, at a minimum, their Name, Address, Gender, Date of Birth, Mobile Phone Number and Email Address ("Required Information"). Failure to provide the Required Information may result in refusal of your application.

1.2.2 KIALS does not require Applicants to pay an application fee. However, Your Pharmacy may require you to comply with their minimum Purchase Requirements (see 1.1.4 above prior to issuing the LiveLife Rewards Application Form).

1.2.3 Upon completion of the LiveLife card Application, you will be issued with your Loyalty Card by Your Pharmacy. Your Loyalty Card will be activated and ready to use when issued.

1.3 Use of the Loyalty Card

1.3.1 Cardholders must present their Loyalty Card at the point of sale along with items to be purchased. Your Pharmacy reserves the right to refuse your Loyalty Card if it is presented after the transaction has commenced.

1.3.2 Your Loyalty Card can only be used for purchases over \$1.00. Points cannot be claimed for the purchase of prescription medications (ethical lines) or other excluded product lines as determined by Your Pharmacy from time to time.

1.3.3 Use of your Loyalty Card in conjunction with the purchase of Pharmacy gift vouchers or promotions is to be at the sole discretion of Your Pharmacy.

1.3.4 Use of your Loyalty Card in conjunction with lay-buy purchases is at the sole discretion of Your Pharmacy.

1.3.5 Your Loyalty Card can only be used in Your Pharmacy. You cannot use your Loyalty Card at other Pharmacies except where Your Pharmacy, at its sole discretion, allows you to use your Loyalty Card at other pharmacies within their group.

1.3.6 Whilst Loyalty Cards will not be issued in joint names (see 1.1.1), you may allow another person to use your Loyalty Card from time to time. However, Rewards Vouchers will only be issued to you, as the Cardholder, and can only be redeemed by you (see 2.2 regarding Redemption of Points).

1.3.7 You can check your points balance of your Loyalty Card at Your Pharmacy.

1.3.8 If your Loyalty Card is lost, damaged or stolen, contact Your Pharmacy for a replacement card. Your Pharmacy may charge a card replacement fee.

2. BENEFITS OF MEMBERSHIP

2.1 Points System

2.1.1 For purchases made using the Loyalty Card, you will receive points which are added to your card balance ("Points").

2.1.2 The amount of Points received per dollar spent ("Rate") will be determined by Your Pharmacy and may be varied from time to time.

2.1.3 Your Pharmacy will notify you of their Rate at the time you complete the LiveLife Rewards Application Form.

2.2 Redemption of Points

2.2.1 Rewards Vouchers will be issued by KIALS on behalf of your pharmacy on a monthly basis to qualifying cardholders.

2.2.2 In order to qualify to receive a Rewards Voucher, a Cardholder must have accumulated a designated number of Points in total ("Qualifying Amount"). The Qualifying Amount will be determined by Your Pharmacy and you will be informed as to the current Qualifying Amount at the time you complete the LiveLife Rewards Application Form.

2.2.3 The Qualifying Amount may be varied by Your Pharmacy from time to time.

2.2.4 If you do not have enough Points at the end of the month to reach the Qualifying Amount, your Points will continue to accumulate. Your points do not expire.

3. CARDHOLDER SERVICE AND ENQUIRIES

Please contact Your Pharmacy should you have any queries regarding your Loyalty Card or in the event that your Loyalty Card is lost, damaged or stolen.

4. TERMINATION OF YOUR LOYALTY CARD

4.1 Termination by You

You can terminate your Loyalty Card by notifying Your Pharmacy in writing. All Points accumulated as at the termination date will be forfeited.

4.2 Termination by Your Pharmacy or KIALS

Your Pharmacy and/or KIALS reserve the right any time without notice and in their absolute discretion to terminate your Loyalty Card, the Loyalty Card Program and/or vary the Terms and Conditions. Your Pharmacy and/or KIALS do not accept any liability for loss or damage associated with the terminations or variations referred to in this clause 4.2.

5. PRIVACY POLICY

5.1 Overview

KIALS is bound by the *National Privacy Principles* in the *Privacy Act 1988 (Cth)* ("Privacy Act").

For full details of the way in which KIALS (and its related entities) will collect, use and protect your personal information please refer to our Privacy Policy which can be accessed at <http://www.knowitall.net.au>

As an overview, unless stated by you to the contrary, by applying to receive a Loyalty Card, you acknowledge and consent to the use or disclosure of your personal information including your name, address, email address and other information you provide to us, in circumstances that are set out in our Privacy Policy and/or permitted under the Privacy Act.

5.2 What information does KIALS collect about you?

When you apply for a Loyalty Card at Your Pharmacy, you will be asked to provide the Required Information. We may also collect anonymous demographic information which is not unique to you, such as your post code, age, gender, preferences, products you purchase and your interests.

5.3 How does KIALS use your information?

KIALS and Your Pharmacy may use your personal information to facilitate your participation in the LiveLife Rewards.

We may also use your personal information for:

- purposes related to promotion, marketing and operations;
- statistical purposes; and
- research purposes.

For any of the above purposes we may contact you by electronic or other means. By applying to receive a Loyalty Card, you consent to your information being used for the purposes set out in our Privacy Policy.

5.4 Will KIALS disclose your personal information to third parties?

KIALS does not sell, rent or lease its customer lists to third parties. We will only disclose your personal information to third parties where necessary in order to facilitate our services.

5.5 How will KIALS protect my information?

We value your privacy and we will take reasonable steps to ensure that the personal information we collect is accurate, complete and up-to-date.

You can request KIALS to access, correct or request that we delete your information at any time. We will take reasonable steps to protect personal information from misuse, loss and unauthorised access, modification or disclosure.

6. EXCLUSION OF LIABILITY

To the extent permitted by law, KIALS (including its officers, employees and agents) exclude all liability (including negligence) for any personal injury, loss or damage (including loss of opportunity), whether direct or indirect, special or consequential arising in any way out of the LiveLife Rewards.

7. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

"Applicant" - means any person who applies to receive a Loyalty Card.

"Cardholder" - means a person or organisation that has been issued a Loyalty Card.

"Loyalty Card" - means the actual loyalty card issued to a Cardholder.

"LiveLife Rewards" - means the Loyalty Program operated by KIALS and Your Pharmacy.

"LiveLife Rewards Application Form" - means the form that an Applicant must complete in order to receive a Loyalty Card and to participate in the Loyalty Program.

"KIALS" - means KnowItAll Loyalty Systems Pty Ltd ACN 152 542 919.

"Minimum Purchase Requirement" - means the requirement imposed by some Pharmacies for Applicants to make a purchase in-store prior to receiving a Loyalty Program Application Form.

"Pharmacy" - means a LiveLife pharmacy participating in the LiveLife Rewards operated by KIALS.

"Points" - means the point(s) that a Cardholder receives for purchasing products in a Pharmacy in accordance with these Terms and Conditions.

"Privacy Act" - means the *Privacy Act 1988 (Cth)* and the *National Privacy Principles*.

"Rate" - means the amount of Points received by a Cardholder per dollar spent.

"Required Information" - means the minimum information that Applicants must supply in the LiveLife Rewards Application Form including the Applicant's Name, Address, Gender, Date of Birth, Phone Number and Email Address.

"Qualifying Amount" - means the amount of Points a Cardholder must accumulate in order for KIALS to issue a Rewards Voucher at the end of a calendar month.

"Terms and Conditions" - means these Terms and Conditions.

"Your Pharmacy" - means the Pharmacy where you:

- completed the LiveLife Rewards Application form;
- received your Loyalty Card; and
- use your Loyalty Card and where you are entitled to redeem Rewards Vouchers.