

THEOBROMA REWARDS CLUB

The Theobroma Rewards Club is exclusive Theobroma Food of The Gods Pty Ltd, trading as Theobroma.

Theobroma owns the copyright in the Theobroma Rewards Club and its loyalty program.

HOW TO BECOME A MEMBER

Membership to Theobroma Rewards Club is open to all customers of stores that offer the rewards program. A Current List is available on our website.

To join the Theobroma Rewards Club, you must collect a card in store and register your details. Theobroma may grant or refuse membership in its absolute discretion.

Each member is only permitted to have one membership which will be allocated to one nominated email address when the member registers online. Each email address may only be used for a single membership (except with the consent of Theobroma).

If granted membership to the Theobroma Rewards Club, Theobroma will enter your contact details in the Theobroma Rewards Club database and activate the Theobroma Rewards Club Card.

All Theobroma Rewards Club members have access to change their personal details at any time via the Rewards login page.

TERMS & CONDITIONS OF MEMBERSHIP

Instructions on how to become a Member form part of these Terms and Conditions.

Theobroma Rewards Club Members will receive credit on their Theobroma Rewards Club account to the value of ten cents from every dollar spent on coffee purchases at their participating Theobroma store upon presentation of their Rewards Club card.

Subject to clauses 1 to 4 (below) of these Terms and Conditions, credit can be redeemed for Theobroma beverage products including coffee, hot chocolate and frappes at the issuing store only, subject to availability.

1. The credits gained cannot be used as a part-payment.
2. The credits gained cannot be redeemed for cash.

4. Credit will not be accumulated in respect of any purchases of newspapers, chocolate products, food, magazines, coffee machines or other items nominated in these Terms and Conditions by Theobroma from time to time.

Theobroma Rewards Club Members must present their Rewards Club card to gain credit to their account. Member credit can be redeemed with a maximum of \$50 redemption in one visit.

Theobroma Rewards Club Members can view and change their contact details by logging onto www.Theobroma.com.au and clicking on 'Members Area' under Rewards. You will be required to enter your first name, last name, password and card number to login. All Theobroma Rewards Club members are required to update any changes to their personal details as soon as possible after that change.

If you lose or cannot remember your login details or password, please contact Theobroma head office to obtain a new password.

Theobroma may offer special offers to some or all Theobroma Rewards Club Members from time to time. These offers may include additional terms and conditions.

Some Theobroma Rewards Club Members may be ineligible to redeem special offers because of their age or legal requirement. It is at Theobroma's sole discretion whether to issue you with a special offer.

To redeem a special offer you must go to your nominated Theobroma store and present your Theobroma Rewards card.

All special offer values are inclusive of GST where applicable and are quoted in Australian dollars.

Theobroma Rewards cards, special offers and discounts are non-transferable and are not redeemable for cash.

All special offers must be redeemed on the dates specified in the relevant additional terms and conditions.

All special offers are subject to availability, which may vary between Theobroma stores. Theobroma is not responsible if a special offer is not available on the day you come to redeem your special offer and you must release Theobroma, its related entities, franchisees

and store operators from any claim and from all liability arising out of your inability to redeem such special offers.

If you lose or no longer possess your Theobroma Rewards Club card please present to your Theobroma outlet and provide them with your contact details. Theobroma will check the Theobroma Rewards Club database for your Membership. Providing you are an existing Member on the Theobroma Rewards Club database we will replace your card. If, for any reason, Theobroma is unable to confirm that you are an existing Member on the Theobroma Rewards Club database, you will be required to reapply by collecting a new card and registering online in accordance with these Terms and Conditions. Such registration will be for a new membership and any points previously accumulated will not transfer to the new membership.

Theobroma reserves the right, in its absolute discretion, to suspend your membership in the event that large credit loads accumulate on your Theobroma Rewards Club account pending investigation into the accumulation of that credit.

Theobroma may terminate your membership if it considers you have used your Theobroma Rewards Club card fraudulently or otherwise in contravention of these terms and conditions or the law generally.

Theobroma accepts no responsibility for any SMS, email or other mail not received by Members or for any delay in delivery due to technical disruptions or for any other reason. Theobroma is not responsible for any incorrect or inaccurate information, either collected at the time you registered as a Member or during the course of your Membership, either caused by a Theobroma employee in person or via phone or for any of the equipment or programming associated with or utilised in this service, or for any other technical error, or a combination thereof that may occur in the course of the administration of this service including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of Member's contact details.

Theobroma reserves the right to remove credit incorrectly or accidentally added to your Theobroma Rewards Club account, without notice to you.

Theobroma is not liable for any damage whatsoever which is suffered (including but not limited to consequential loss) or for personal injury which is suffered or sustained, in connection with membership of the Theobroma Rewards Club or with any of the special offers, except for any liability which cannot be excluded by law.

In all matters, all decisions of Theobroma will be final and cannot be contested and the

Member hereby agrees to accept such decisions.

If for any reason this service is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention or any other causes beyond the control of Theobroma which corrupts or affects the administration security, fairness, integrity or proper conduct of this service, Theobroma the right at its sole discretion to cancel, terminate, modify or suspend the Theobroma Rewards Club.

Members must not provide false or misleading information to Theobroma and must not alter, reproduce, disclose or in any way interfere with the details of other Members. Theobroma reserves the right at its sole discretion to disqualify or suspend and /or delete any credits or entitlements accrued by any Member who does not comply with these Terms & Conditions and may do so without notice to that Member.

Otherwise Theobroma reserves the right at its sole discretion to change these terms and conditions, the terms of any of its special offers or the Theobroma Rewards Club at any time without notice to you other than a general notice displayed at www.Theobroma.com.au

The cancellation, use and disclosure of personal information is governed by Theobroma Privacy Policy. You hereby authorise Theobroma to disclose your information to franchisees or related companies of Theobroma and to other parties for the sole purpose of operating and maintaining the Theobroma Rewards Club.

If a member has not used their Theobroma Rewards Club card for a period of twelve months the member account will close and all accrued entitlements and information will lapse.

Theobroma endeavours to ensure that the personal information it holds is accurate, complete and up-to-date. Personal information Theobroma uses is only to communicate with Theobroma Rewards Club members and to provide Club members with offers that we feel you may be interested in. Your personal information is kept on a secure server and will not be provided to third parties except in accordance with these Terms & Conditions or with your express permission