

## **Our Terms & Conditions**

Please read these Terms & Conditions carefully before using the SWiM REWARDS website. This Website is operated and owned by SWiM REWARDS (the Company). SWiM REWARDS is a trading name of SWiM REWARDS PTY LTD, a company incorporated in Australia whose registered office is at Unit 22/604 City Road, South Melbourne, Victoria, Australia 3205.

### **Eligibility**

In order to use the services of our SWiM REWARDS online or mobile apps you must be approved by us as an existing customer of SWiM Marketplace Pty Ltd, and/or SWiM PAY LIMITED.

### **Earning SWiM REWARDS Points**

Points in SWiM Rewards can only be earned via payments made on our associated company's payments platform – SWiM PAY (a business run by SWiM PAY LIMITED). The earning and calculation of points will be advised by SWiM PAY and will appear in your SWiM Rewards points account.

### **Redeeming SWiM REWARDS Points**

There are three ways you may redeem SWiM REWARDS points:

1. Cash Back
2. Points Exchange
3. Convert Points to a Debit or Shopping card.

You can access these redemption options through your user dashboard, once you are an approved user and have earned points on our platform. You can only redeem an amount equal to or less than your total points balance at the time you request any redemption.

### **Intellectual Property Condition**

You must not use our websites or mobile apps in a way that infringes the intellectual property rights of any person.

Our name and logos are registered trade-marks and may not be used without our prior written consent.

Our website and mobile apps are protected by copyright and other intellectual property rights owned by or licensed to us. This includes all names, logos, text, data, information, graphics, music, sounds, videos, software, technology or processes ("Materials") are our property and protected by copyright, trade mark and other intellectual property laws under applicable law.

## **Copyright Notice and use of Website**

The design of This Website and all text, graphics, information, content, processes, and other material displayed on or that can be downloaded from This Website (including without limitation, the look and feel, all text, photographs, images, video and audio) are protected by copyright, trademark, and possibly patent and other laws and may not be used except as permitted in these Terms of Use or with prior written permission of the owner of such material. All rights reserved. You may not modify the information or materials displayed on or that can be downloaded from This Website in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit This Website. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations and is prohibited. In the event of a violation of these laws and regulations, SWiM REWARDS reserves the right to seek all remedies available by law and in equity. SWiM REWARDS reserves the right to block or deny access to This Website to anyone at any time for any reason.

## **Accuracy of Information.**

We attempt to ensure that information on This Website is complete, accurate and current. Despite our efforts, the information on This Website may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness or accuracy of any information on This Website. In addition, we may make changes in information without notice.

## **Third Party Services, Linking & Framing**

Links from our website or mobile app are provided for convenience only, and do not imply affiliation with or endorsement by us. We are not responsible or liable for the content, goods or services offered or privacy practices of external websites or apps that link to our website or mobile app.

If you follow a link to another website or app, your browsing history and other personal information may be provided to the operator of that linked website or app. We will disclose your personal information in accordance with our Privacy Policy.

Before using an external website or app, we recommend that you examine the terms of use of the external website or app, as they may differ from these Terms of Use and our Privacy Policy.

## **User Conduct**

You shall NOT do any of the following: (a) attempt to modify or “hack” This Website; (b) access any area on This Website which you are not explicitly authorized to access; (c) interfere with, restrict or inhibit any other user from the use and enjoyment of This Website; (d) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; (e) collect or harvest personal information about other users of This Website; (f) access This Website through the use of an automated mechanism and extract data; (g) use This Website for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful; and (h) jeopardize the operation of computer systems owned by SWiM Rewards or the reputation of SWiM REWARDS.

## **Online Security**

Our websites and mobile apps may provide you with the ability to use usernames, passwords or other codes or devices to gain access to restricted portions of our website or app ("access codes"). The content contained in such restricted areas is confidential and is provided to you for such purposes as reviewing your redemptions, and activity in relation to your account and your Points balance. We reserve the right to prohibit the use of such access codes on your behalf by third parties to prevent fraud or uses that interfere with our website's or mobile app's operation or integrity.

You are responsible for ensuring the security of your computer, mobile or other device (“device”) and the data network that you use to access, browse, download or use our websites and mobile apps. This includes (but is not limited to) taking all reasonable steps to ensure that your device remains secure, such as:

- locking your device and taking other steps necessary to prevent unauthorised use of our website or mobile app (such as not leaving your device unattended and unlocked);
- ensuring the operating system and security software for your device are kept up to date and free of malicious software;
- keeping your password/PIN (“password”) safe and secure and not sharing your password with any other person; and
- not permitting any other person to store a password or biometric authentication on your device.

When you first log in to our online app or our mobile app using your membership login credentials and password, these credentials will be stored within your device, using your device's operating system inbuilt keychain/keystore and cannot be read by us.

Your account information and points balances and transactions linked to your account will appear in our app when you log in and will remain accessible through our app unless you log out of our app through the in-app settings.

## **Your Privacy**

We are committed to protecting the privacy of your personal information. By using our websites and mobile apps you agree that your personal information will be managed in accordance with our Privacy Policy. Our [Privacy Policy](#) is available on our website. If you would like to receive our Privacy Policy by post, please contact our Member Contact Centre.

Our websites and mobile apps use cookies, web tracking and analytics tools. Information on how we use cookies, web-tracking and analytics tools is contained in our [Cookies Policy](#).

## **Minors**

Our websites and mobile apps are for a general audience over the age of 18 only. Minors must not attempt to register for our app or provide any contact information to anyone online. We urge parents and guardians to participate in their children's online activities and use parental control or other web filtering technology to supervise children's access to the Internet and use of mobile apps.

## **Feedback**

With respect to all communications you make to us regarding our websites and mobile apps and all content therein, including but not limited to feedback, complaints, questions, comments and suggestions, we shall be free to use, copy, modify, publish or otherwise exploit any ideas, concepts, know-how, content or techniques contained in your communications without notice or payment to you for any purpose whatsoever, including but not limited to the improvement, development, production and marketing of products and services.

## **Limitations on Use**

You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our websites and mobile apps, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages, apps or Materials without our prior written consent. Such consent is deemed given for standard search engine technology employed by internet search web sites to direct internet users to our website.

## **Limitation of Liability & Disclaimer**

You may have certain rights under Australian consumer protection laws. Nothing in these Terms of Use is intended to exclude or restrict the application of such laws. We do not make any representation or give any warranty or guarantee, whether express or implied, with respect to your use of or access to our website or mobile apps outside of these Australian consumer

protection laws. These Terms of Use apply except to the extent of any inconsistency with any applicable law (including consumer protection laws), in which event such law will prevail to the extent of the inconsistency.

If any provision of these Terms of Use is void, illegal, invalid or unenforceable by law or regulation, or by any court ruling, from time to time, the Terms of Use will be read down to the extent necessary to ensure they are not void, illegal, invalid or unenforceable.

Subject to your rights under Australian consumer protection laws and to the maximum extent permitted by law:

a) Our website and mobile apps are provided “as is”. We do not represent or warrant that the information contained on our websites and mobile apps is current, accurate or complete or that our websites and mobile apps will be fault or virus free;

b) We are not liable to you or anyone else for disruptions to the availability of our websites and mobile apps;

c) We are not liable for any interference with your device, computer, data or connection used to access our website or mobile apps; and

d) We are not liable to you or anyone else (including for negligence, breach of contract or tort) for any direct, indirect, special, exemplary, incidental, consequential or punitive loss or damage (including without limitation loss of savings, business opportunities, revenue and profit, and damage to goodwill) arising out of your use of our websites and mobile apps, even if we are informed of the possibility of such loss or damage.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit our liability to resupply of the relevant information, services or links.

### **Severability**

**If a court finds part of this Agreement illegal, the rest will continue in force.** Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Entire Agreement**

These Terms of Use serve as the entire understanding and agreement regarding the subject matter of these Terms of Use.

## **Governing Laws**

Nothing on this website should be interpreted as a promotion or solicitation for any product or service of any nature that is not authorized by the laws and regulations of the country where you are located.

These Terms of Use shall be governed and construed in accordance with the laws of Victoria, Australia without giving effect to any principles of conflicts of law. In the event of a legal dispute relating to our website or a mobile app, or these Terms of Use, the Victorian courts will have exclusive jurisdiction.

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