

## Wendy's Milk Bar Insider Loyalty Program Terms and Conditions

Effective 18 October 2017

1. Introduction
  - 1.1. These Terms and Conditions form the basis of the Wendy's Insider Loyalty Program ("the Program"). They are intended to protect both Members and Wendy's Milk Bar. It is the Member's responsibility to read and understand them.
  - 1.2. These Terms and Conditions are effective as at the date specified above and may be amended by Wendy's Milk Bar from time to time. The current Terms and Conditions are those available at this website.
  - 1.3. Every Member is bound by these Terms and Conditions.
  - 1.4. An individual's participation in the Program is deemed to be acceptance of these Terms and Conditions.
2. Earning Wendy's Insider Loyalty Program Dollars
  - 2.1. A member will be awarded 1 (one) Wendy's Insider Dollar per \$10.00 (AUD) spent in-store in one or multiple transactions unless otherwise specified;
  - 2.2. 1 Wendy's Insider Dollar equals 1 whole dollar, AUD \$1.00;
  - 2.3. Wendy's Insider Dollars will expire after 12 months of inactivity;
  - 2.4. Minimum redemption amount is \$2.50;
  - 2.5. Maximum Wendy's Insider Dollar redemption limit is \$50;
  - 2.6. Accrual of Wendy's Insider Dollars is permitted before registration although Wendy's Insider Dollar redemption is not permitted until registration of membership is completed;
  - 2.7. If you intend to redeem the full \$50 max limit of Wendy's Insider Dollars in one transaction the Wendy's Milk Bar store or location at which the transaction will occur must be given 48 hours' notice;
  - 2.8. Wendy's Insider Dollars will not be issued or be redeemable at any mobile or temporary Wendy's Milk Bar vehicles, locations or stores; and
  - 2.9. Wendy's Insider Dollars cannot be used in conjunction with any other offer. Wendy's Milk Bar reserves the right to alter the Wendy's Insider Dollar allocation at any time without prior notice to Members, including during special promotional activities or offers.
  - 2.10. The number of Wendy's Insider Dollars awarded for eligible purchases may change from time to time without prior notice to Members, including but not limited to during any special promotions running at Wendy's Milk Bar stores at selected times.
  - 2.11. A registration bonus of 1 (one) free small milkshake will be offered to you once you have registered as a Wendy's Insider in accordance with these terms and conditions and you have spent \$5 in store and registered the purchase with your loyalty card.
  - 2.12. A birthday offer of 1 (one) \$5 spend will be offered to all members. This offer will be valid only during the month of birth of the member. If the offer is not used during that month it will expire.
  - 2.13. The number of Wendy's Insider Dollars awarded for eligible purchases may change from time to time without prior notice to Members, including but not limited to any special promotions running at Wendy's Milk Bar stores at selected times.
  - 2.14. Members can check how many loyalty points they have accumulated at any stage by visiting [www.wendysmilkbar.com](http://www.wendysmilkbar.com) and clicking on the Wendy's Insider tab.
3. Membership
  - 3.1. To become a valid Wendy's Milk Bar Insider Loyalty Program Member ("Member") individuals can: (a) collect a Wendy's Milk Bar Insider membership card from a participating Wendy's Milk Bar store; OR (b) download the Wendy's Milk Bar App and then (C) activate their membership card by visiting [www.wendysmilkbar.com](http://www.wendysmilkbar.com) and clicking on the Wendy's Insider tab or on the app by going to the Program registration form, input all of the requested details and submit the fully completed registration form.
  - 3.2. There is a strict limit of one (1) Wendy's Milk Bar Insider Loyalty Program membership per person.
  - 3.3. Membership is limited to persons who are at least 16 years of age.
  - 3.4. Membership of the Program is open only to individuals. Membership is not open to family members of families, groups, companies, trusts, partnerships, other entities, government departments, agencies, animals or inanimate objects.

- 3.5. Officers and employees of Wendy's Milk Bar are ineligible to become a members of the Wendy's Milk Bar Insider Program.
  - 3.6. Membership of the Program is only open to residents of Australia.
  - 3.7. Wendy's Milk Bar have the right to reject any application for membership of the Program, without providing reasons.
  - 3.8. Wendy's Milk Bar has the right to terminate any existing membership of the Program, without providing reasons.
4. Use of Membership and Benefits
- 4.1. By using the membership card, or claiming any benefit, the Member agrees to be bound by these Terms and Conditions. All benefits under the Program may only be earned and/or redeemed in accordance with these Terms and Conditions as amended from time to time.
  - 4.2. If a membership card is lost or stolen, individuals must visit participating Wendy's Milk Bar stores to apply for another card. Membership cards that are reported as lost or stolen will be temporarily suspended until the Member has applied for and collected a new card. All points from the Member's original card will be transferred onto their new card.
  - 4.3. Wendy's Milk Bar reserve the right to refuse to accept a membership card that they believe is stolen or otherwise fraudulently or unlawfully obtained or used.
5. Changes to the Wendy's Insider Loyalty Program
- 5.1. Wendy's Milk Bar reserves the right to make any changes, amendments and variations (whether material or otherwise) to the Program, and these Terms and Conditions, with absolute discretion, without notice and without assigning any reason therefore at any time.
6. Termination or Suspension of Wendy's Insider Loyalty Membership Program
- 6.1. Wendy's Milk Bar gives no warranty as to the continuing availability of the Program. Wendy's Milk Bar may terminate or suspend the Program at any time. Wendy's Milk Bar is not required to provide any notice upon the suspension or termination of the Program.
7. Member Obligations and Responsibilities
- 7.1. Members must not:
    - 7.1.1. act in any way which breaches these Terms and Conditions; or
    - 7.1.2. abuse or misuse the Program, any rewards, awards, benefits, facilities, services or arrangements accorded to the Member as a result of Membership;
    - 7.1.3. engage in illegal or fraudulent activities;
    - 7.1.4. supply or attempt to supply false or misleading information, or make a misrepresentation to Wendy's Milk Bar;
    - 7.1.5. sell, assign, transfer or acquire, or offer to sell, assign, transfer or acquire any reward, award, benefit or Wendy's Insider Dollar other than in accordance with these Terms and Conditions;
    - 7.1.6. act in a hostile, abusive or aggressive way towards Wendy's Milk Bar staff; or
    - 7.1.7. act in an unruly manner at any Wendy's Milk Bar store or location.
8. Suspension or Termination of Membership
- 8.1. If a Member has committed a material breach of any of the Terms and Conditions then Wendy's Milk Bar may do any one or more of the following:
    - 8.1.1. suspend or terminate the Member's Membership and/or the right of the Member to use the Card;
    - 8.1.2. cancel the Member's Wendy's Insider Dollars or any part thereof; or
    - 8.1.3. cancel or refuse to honour any rewards, awards, or benefits, that have been redeemed by or provided to the Member.
9. Redeeming Wendy's Insider Loyalty Program Dollars
- 9.1. Wendy's Insider Dollars are only redeemable in-store.
  - 9.2. When redeeming Wendy's Insider Dollars the entire advertised product purchase price must be paid in full.
  - 9.3. Unless otherwise advised by Wendy's Milk Bar, to receive a reward, discount offer or entitlement, Members must visit a participating Wendy's Milk Bar with their membership card and photo identification to collect their reward, discount offer or entitlement.
  - 9.4. Any points, rewards, discount offers or entitlements accrued under the Program are not transferable or exchangeable and cannot be taken as cash. All reward or entitlement values (where provided) are correct as at the date of publication and

- Wendy's Milk Bar accepts no responsibility for any variation in the value of a reward or entitlement.
- 9.5. Wendy's Milk Bar reserves the right to substitute an alternative reward or benefit of equivalent value in the event that any reward or entitlement is not available.
10. Personal Information
- 10.1. It is a condition of Membership that a Member consents and authorises Wendy's Milk Bar to collect, use and disclose their personal membership information and other information that Wendy's Milk Bar collects in relation to the Member for the purposes of the Program.
- 10.2. Wendy's Milk Bar collects individual's personal information in order to conduct the Program and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and reward and/or entitlement suppliers and, if required, to Australian regulatory authorities. If the information requested is not provided, the individual may not participate in the Program. By participating in the Program, unless otherwise advised by the individual, each individual also agrees that Wendy's Milk Bar may use their personal information, in any media for future promotional, marketing, profiling, research and publicity purposes without any further reference, payment or other compensation to the individual, including sending the individual electronic messages and/or telephoning the individual.
- 10.3. Participants consent to Wendy's Milk Bar using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Program, and promoting any products manufactured, distributed and/or supplied by Wendy's Milk Bar.
- 10.4. This information may be transferred from Australia for these purposes.
11. Liability
- 11.1. Wendy's Milk Bar acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded.
- 11.2. Wendy's Milk Bar and any of their officers, employees or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits), arising under or in connection with these Terms and Conditions, including, without limitation, any changes to the Terms and Conditions or the Program, save to the extent that such loss or claim arises from the negligence or wilful misconduct of Wendy's Milk Bar, or any of their officers, employees or agents.
- 11.3. Wendy's Milk Bar reserves the right to cancel, terminate, modify or suspend the Program in whole or in part, in its absolute discretion, at any time without prior notice. In addition, Wendy's Milk Bar reserves the right to cancel an individual's participation in the Program without assigning any reason therefore.
- 11.4. If for any reason the Program is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Wendy's Milk Bar which corrupts or affect the administration security, fairness, integrity or proper conduct of this Program, Wendy's Milk Bar reserves the right in its sole discretion to disqualify any individual who tampers with the system, and to cancel, terminate, modify or suspend the Program.
- 11.5. Wendy's Milk Bar shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of accrual of Wendy's Insider Dollars, accepting a reward or other entitlement or using a discount offer or entitlement under the Program, except for any liability which cannot be excluded by law.
- 11.6. Wendy's Milk Bar will not be held liable for any technical errors or issues associated with crediting points onto a Member's card.
- 11.7. Wendy's Milk Bar will not be held liable for any communication to any Member that is late, lost or misdirected for any reason, including but not limited to, spam filters operating on a Member's email account or other system configuration problems.
- 11.8. Wendy's Milk Bar is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical

- problems or traffic congestion on the Internet or at any web site or intranet site, or any combination thereof, including (but not limited to) any injury or damage to a Member's or any other person's computer related to or resulting from participation in or down-loading any materials in this Program.
12. General
- 12.1. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- 12.2. Members can check how many loyalty points they have accumulated at any stage by visiting [www.wendysmilkbar.com](http://www.wendysmilkbar.com) and clicking on the Wendy's Insider tab, via the Wendy's Milk Bar APP or if the card has been scanned the balance will show at the bottom of a Wendy's Milk Bar printed receipt.
- 12.3. Any decision made by Wendy's Milk Bar in relation to all matters arising under this Program are final and binding, and no correspondence will be entered into.
- 12.4. These Terms and Conditions are to be read in conjunction with and subject to any additional Terms and Conditions governing any particular reward program, promotion and/or discount offer run by Wendy's Milk Bar.
- 12.5. In the case that Wendy's Milk Bar is not the manufacturer or provider of any products or services offered as a reward or entitlement in the Program, Wendy's Milk Bar does not provide any warranties in relation to any such products or services.
- 12.6. The laws of Australia apply to this promotion to the exclusion of any other law. Individuals submit to the exclusive jurisdiction of the courts of Australia.
- 12.7. The promoter of this loyalty program is Supatreats Australia Pty Ltd ACN 602 203 190 (Supatreats) Suite 2.04 & 2.05, 10 Century Circuit Baulkham Hills NSW 2153 ("Wendy's Milk Bar").
- 12.8. Should you have any questions about these Terms and Conditions or the Program, or would like to receive a copy of these Terms, please contact Wendy's Milk Bar at [info@supatreats.com](mailto:info@supatreats.com)