

Lovely Rewards Terms & Conditions

1. By providing your details and/or using your Lovely Rewards member ID, you agree to these Terms and Conditions.
2. The Lovely Rewards membership ("Program") is available at The Pancake Parlour's 12 Melbourne restaurants. Purchases made in-restaurant accrue Silver Dollars (loyalty points). Silver Dollars are not redeemable at any licensees of The Pancake Parlour. The membership is not available at licensed locations in Ballarat or in ACT. Purchases at these locations are ineligible for Silver Dollars, and Rewards are not redeemable at these locations.
3. Individuals can become Loyalty Rewards members ("Members") by registering their details at www.pancakeparlour.com.au/lovely-rewards. Only members can redeem rewards and Silver Dollars.
4. Individuals under 18 years old must have parental/guardian approval to register for this Program and further, the parent/guardian of the individual must read and consent to these Terms and Conditions. Parents/guardians may be required by The Pancake Parlour to enter into a further agreement as evidence of consent to the minor registering for this Program.
5. There is a strict limit of one (1) registered Account per Member/person. Each account requires an independent mobile number and email address that needs to be verified.
6. i) Until otherwise advised by The Pancake Parlour, one (1) Silver Dollar will be awarded to a Member's Account for each Australian dollar (AUD) spent by the Member in a The Pancake Parlour restaurant in Melbourne (excluding charity and complimentary items, and gift cards). For the sake of clarity, Members can earn Silver Dollars for discounted or special-priced items purchases and meal bundles purchases when payment is made in-restaurant. In such cases, Silver Dollars will not be awarded for the entire transaction, only those parts of the transaction that are eligible to earn Silver

Dollars. Bundle purchases made via a 3rd party will not accrue Silver Dollars. Members can earn 'double dollars' (double points) or 'triple dollars' (triple points) on items during special promotions specified by The Pancake Parlour only if the purchase on the item is made at full retail price.

6. ii) Purchases of charity items, complimentary items (e.g. complimentary birthday meal or complimentary drink with any main item purchase offer) and gift cards will not accrue Silver Dollars but all other items in the transaction that are not complimentary will. Purchases on the online store will not accrue Silver Dollars.

7 Where redeeming Silver Dollars for The Pancake Parlour items in The Pancake Parlour restaurants, members must have enough Silver Dollars to redeem against the full value of the item using Silver Dollars alone. Silver Dollars are redeemed by mentioning Member ID at the point of purchase. For Silver Dollars redemptions made in accordance with this clause, alternative payment methods should be used for purchase of other items not covered by Silver Dollars redemption.

8. A new member account may take up to 15 minutes from sign-up to be created. Points data may take up to 2 hours after purchase to be attributed to a members account.

9. Where redeeming Silver Dollars for The Pancake Parlour items in The Pancake Parlour restaurants, members must have enough Silver Dollars to redeem against the full value of the item using Silver Dollars alone. Silver Dollars are redeemed by mentioning Member ID at the point of purchase. For Silver Dollars redemptions made in accordance with this clause, alternative payment methods should be used for purchase of other items not covered by Silver Dollars redemption.

10. From April 1, 2016 members are entitled to a complimentary sweet pancake (any pancake choice from the sweet menu, sweet vegan and gluten-free options are included) during the month of their birthday. Lovely Rewards Members will be sent an email with a barcode for a complimentary sweet meal 5 days from their birthday month. For example if a Lovely Rewards Member's birthday is the 6th October, they will be sent

their offer on 25th September and will have their whole birthday month to redeem their offer, or if their birthday is on the 29th October they will be sent the email with the meal offer on the 25th September and still have until the end of their birthday month to redeem their offer. If the member signs up in their birthday month, they will be communicated 24 hours after sign up to receive their complimentary offer. For example, if the member's birthday is on the 12th October and they sign up to Lovely Rewards on 10th October, they will be communicated 24 hours after sign up with their birthday offer. Members will not be eligible for their birthday treat if they a) sign up to Lovely Rewards in their birthday month and after their birth date, and b) If they sign up to Lovely Rewards less than 48 hours before the end of their birthday month; or c) sign up on their birthday.

Photo identification must be presented to confirm identity and birth date registered on their account. This offer cannot be redeemed outside the above period regardless of circumstances beyond the Member's control, including but not limited to public holidays, store closures, etc. This complimentary meal at The Pancake Parlour is non-transferable and cannot be exchanged or taken as cash. The Pancake Parlour take no responsibility for incorrectly entered birth dates during the registration process.

11. From 01/10/2017, Members will be able to register for the Program and redeem their Silver Dollars for a reward or rewards in the catalogue of rewards listed on the website. Member's Silver Dollars balance will be displayed on all email communications so a Member will know the current number of Silver Dollars associated with their account. The catalogue of rewards listed on The Pancake Parlour website will vary, with the number of Silver Dollars required for redemption of any one reward listed ranging from 95 Silver Dollars to 160 Silver Dollars. If a Member has a sufficient number of Silver Dollars in their account to redeem a reward, they will be able to use their Silver Dollars to claim the reward in-restaurant at point of purchase.

a) To redeem a reward, a Member must order an item pertaining to that reward in-restaurant. For example if a member would like to redeem an ice cream with their Silver Dollars (95 Silver Dollars), they would be required to order from the ice-cream menu in-restaurant, then provide their Member ID and mention they would like to use their Silver Dollars at point of purchase.

b) Once the reward has been redeemed, the Silver Dollars will be deducted from the member's account. Only one reward is able to be redeemed per visit.

c) All products advertised as rewards at www.pancakeparlour.com.au/lovely-rewards may be modified or changed at any time by The Pancake Parlour. Silver Dollars redemption required to redeem a reward may also be modified/changed at any time by The Pancake Parlour. The reward item is to be redeemed as advertised on The Pancake Parlour menu. Any modification to the reward item will make the item non-redeemable with Silver Dollars, unless it is a valid gluten-free or vegan equivalent option.

d) Any values attributed to any reward are correct as at the time of publication, but no responsibility is accepted for any variation in the value of any rewards.

e) Full Silver Dollars redemption is required to claim any reward. I.e. it is not

possible to redeem a reward partly with cash and partly with Silver Dollars.

f) Except as provided for in these conditions, or otherwise specifically authorised by The Pancake Parlour, Silver Dollars have no monetary value, or other value, and cannot be redeemed for cash.

g) A Member's account may only be used by the Member in whose name the account is registered. Multiple individuals cannot share one Member's Silver Dollars.

h) The Pancake Parlour is not liable for any unauthorised use of a Member's account, Silver Dollars, user name or password by third parties, nor is it liable for unauthorised use of a reward code sent to a Member.

i) The Pancake Parlour reserves the right to verify the validity of proposed redemptions and to disentitle any Member who tampers with, or subverts the redemption process or who submits a redemption request that is not in accordance with these Terms and Conditions.

j) All expenses incurred by a Member as a result of redemption of a reward from www.pancakeparlour.com.au/lovely-rewards are the responsibility of the Member.

k) To the extent permitted by law, all terms, conditions, warranties and representations that might otherwise be granted or implied in relation to rewards or related to this Program in any way by law, are hereby expressly excluded. However, these conditions do not exclude or limit any liability that cannot be excluded or limited, or which cannot be excluded or limited except to a limited extent, by law including liability under the Competition and Consumer Act 2010 (Cth). Where such statutory provisions apply, to the extent to which The Pancake Parlour is entitled to do so, The Pancake Parlour's liability will be limited at its option to (a) in the case of a supply of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; (iii) the repair of the goods; or (iv) the payment of the cost of having the goods repaired, and (b) in the case of services: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again. It is a condition of Member's redemption of any reward that the Member must comply with all of the conditions of use for the reward, and subject to law, the requirements of the supplier of the reward.

12. Additional rewards and entitlements may be offered at The Pancake Parlour's absolute discretion.

13. If any reward (or part of any reward) offered under this Program is unavailable, The Pancake Parlour, in its discretion, reserves the right to substitute the reward (or that part of the reward).

14. Members whose Account has not been used for twenty-four (24) months will be contacted three (3) months before the set expiry date and encouraged to make a transaction to prevent their account from expiring. The Pancake Parlour will automatically close the Account after 24 months of no transactions and any accrued Silver Dollars and other entitlements will be forfeited.

15. From time to time, The Pancake Parlour may conduct various reward offers, promotions and discount offers which will be open to verified Members (or selected verified Members) only. Members may receive personalised offers depending on what The Pancake Parlour think you will enjoy. For this reason one member's offer may be different to another. Terms and Conditions of these offers will be stated in the communication of each offer.

16. Offers based on number of visitations will be communicated after the specified number of visitations required has been achieved. A visitation only qualifies if a customer has spent more than \$1 or more during the visit. In the case where offers based on visitations clash, the offer with the higher value will be communicated. For example on 20th visit, members will be eligible for The Pancake Parlour's 4th and 10th visit offers. Here, the 10th visit offer supersedes the 4th visit offer.

17. The number of Silver Dollars accrued for eligible purchases required to redeem may change from time to time without prior notice to Members. This includes but is not limited to special promotions running at The Pancake Parlour restaurants at selected times.

18. Silver Dollars balances and rewards offered under this Program are not transferable, exchangeable or redeemable for cash. Silver Dollars accrued in multiple Accounts cannot be combined.

19. It is each Member's responsibility to ensure that the correct number of Silver Dollars has been added or deducted for each eligible transaction. Individuals must notify The Pancake Parlour of any apparent discrepancy as soon as possible by contacting lovelyrewards@pancakeparlour.com or 9663 4511. The Pancake Parlour will not be able to add Silver Dollars related to transactions where a member did not provide their Member ID at point of purchase.

20. Members can check their Lovely Rewards Silver Dollars balance at any time by visiting www.pancakeparlour.com.au/lovely-rewards.

21. The Pancake Parlour reserves the right to alter the Terms and Conditions of the Program without prior notice. This Program, including any offer or promotion conducted under the Program, will continue until such time it is terminated by The Pancake Parlour. Should the Program be suspended or cancelled at any time, The Pancake Parlour will notify Members via email or the relevant section of The Pancake Parlour's website.

22. The Pancake Parlour reserves the right, at any time, to verify the validity of Members, registrations, verification of accounts, and Silver Dollars accrual and redemption (including a Member's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Member who The Pancake Parlour has reason to believe has breached any of these Terms and Conditions, tampered with the registration, Silver Dollars accrual/redemption and/or account verification process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Program. Errors and omissions may be accepted at The Pancake Parlour discretion. Failure by The Pancake Parlour to enforce any of its rights at any

stage does not constitute a waiver of those rights. The Pancake Parlour's legal rights to recover damages or other compensation from such an offender are reserved.

23. Incomplete or indecipherable Member registrations or reward redemption forms may, at The Pancake Parlour's discretion, be deemed ineligible for this Program or deemed invalid.

24. If there is a dispute as to the identity of a Member, The Pancake Parlour reserves the right, in its sole discretion, to determine the identity of the Member.

25. If for any reason the Program is inoperable (including but not limited to computer virus, bugs, tampering, unauthorised intervention, fraud, and technical failures) The Pancake Parlour reserves the right in its sole discretion to disqualify any individual who tampers with The Pancake Parlour's systems, and to cancel, terminate, modify or suspend the Program. This includes causes beyond the control of The Pancake Parlour which corrupts or affects the administration security, fairness, integrity or proper conduct of this Program.

26. The Pancake Parlour's decision in relation to all matters arising under this Program is final and binding, and no correspondence will be entered into.

27. Except for any liability that cannot by law be excluded, including the Non-

Excludable Guarantees, The Pancake Parlour's (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of participation in the Program. This includes any technical difficulties or equipment malfunction of any telephone network or line, computer system, equipment, server or provider, software, technical problem or traffic congestion on the Internet (whether or not under The Pancake Parlour's control), any theft, unauthorised access or third party

interference, accrual or redemption of Silver Dollars, any registration or reward claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Pancake Parlour) due to any reason beyond the reasonable control of The Pancake Parlour, accepting/using/taking a reward or other entitlement, any tax liability incurred by a Member, or accepting/using/taking a discount offer under the Program, except where liability cannot be excluded by law.

28. The Pancake Parlour will not be held responsible for any tax liability incurred by a Member in connection with this Program, including in relation to any reward, discount or entitlement offered.

29. The Pancake Parlour 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.

30. The Pancake Parlour is not responsible for any problems or technical malfunction of any telephone network or line, computer system, equipment, server or provider, software, technical problem or traffic congestion on the Internet (whether or not under The Pancake Parlour's control). This includes (but is 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 of any materials in this Program.

31. These Terms and Conditions are to be read in conjunction with, and subject to, any additional Terms and Conditions governing any particular reward, promotion, discount or offer operated by The Pancake Parlour. In the case of any inconsistencies, these Terms and Conditions will prevail.

32. Information collected from Members at the time of signing up to the Program is subject to the privacy policy listed at www.pancakeparlour.com.au and this clause. The Pancake Parlour collects 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 suppliers. Participating in the Program is conditional to providing this information. The Pancake Parlour may, for an indefinite period, unless otherwise advised, use the information provided for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Member. Entrants should direct any request to access, update or correct information to The Pancake Parlour at lovelyrewards@pancakeparlour.com or 9663 4511. Details on how to complain about the treatment of your personal information and how such complaints will be dealt with are found in the The Pancake Parlour's Privacy Policy.

33. The Pancake Parlour decisions in relation to all matters arising under this Program are final and binding, and no correspondence will be entered into.

34. The Pancake Parlour reserves the right to change or revise these Terms and Conditions at any time.

35. This Program is being run by Lovely Pancakes Pty Ltd, ABN 20 079 066 407 of 152 Little Lonsdale Street, Melbourne 3000 (Trading as The Pancake Parlour).

36. All verified members will receive communications from The Pancake Parlour via email displaying their Silver Dollar balance, and from time to time, information and offers. There will be an option in this email to opt out of receiving communication from The Pancake Parlour, however members will need to re-opt in to continue to receive information about their Silver Dollars balance.

37. Please note Members are unable to change their email address or date of birth. If these details need to be updated please email lovelyrewards@pancakeparlour.com.

38. The laws of Victoria, Australia apply to this Program to the exclusion of any other law. Members submit to the exclusive jurisdiction of the courts of Victoria, Australia.