

Wizard Rewards Terms & Conditions

General

1. Instructions on how to participate and rewards form part of these Terms and Conditions.
2. Participation in this Programme is deemed acceptance of these Terms and Conditions.
3. This Programme is not valid in conjunction with any other offer, unless stated otherwise.
4. The promoter is **Wizard Pharmacy Services No.2 Pty Ltd (ACN 611 122 699)** of 173 Davy Street, Booragoon WA 6154 (“**Promoter**”). This Programme will only be conducted and available in all Wizard Pharmacies in Australia, listed at <http://www.wizardpharmacy.com.au/> (“Participating Wizard Pharmacies”). The Promoter reserves the right to expand or decrease the number of pharmacies participating in the Programme at any time.
5. Participation in this Programme is only open to Australian residents aged 16 years or over (“Customers”). Customers aged between 16 and 18 years must have parental/guardian approval to participate in the Programme and further, the parent/guardian of such a Customer must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this Programme. In the case of minors, the Promoter reserves the right to restrict access to any part of the Programme that it deems inappropriate to minors or where required by law to do so. There is a strict limit of one (1) Programme registration and activation (i.e. membership) per person. Customers must be within the Promoter’s trading terms and must not have overdue monies owing in order to be eligible to earn or redeem Points or Vouchers.
6. The Programme commences on 27/11/2015 and will continue until such time as the Programme is terminated by the Promoter in accordance with these Terms and Conditions. The Promoter will provide four (4) weeks notice to all Participants prior to the Programme ending, via an announcement at www.wizardpharmacy.com.au and via email, phone or post (depending on what details have been provided).
7. All currency values in these Terms and Conditions are in Australian dollars (AUD), unless otherwise specified.
8. The laws of Australia apply to this Programme to the exclusion of any other law. Claimants submit to the exclusive jurisdiction of the courts of Western Australia.
9. The Promoter’s decision in relation to all matters arising under this Programme is final and binding, and no correspondence will be entered into.

Registration and Activation

10. Customers who were active members of the “Wizard Pharmacy Kalgoorlie Rewards Programme” (“Kalgoorlie Members”) will be eligible to be automatically transferred to the Wizard Rewards Program and have their points balance transferred to, this Programme, in accordance with the instructions provided to them by the Promoter. Kalgoorlie Members will be given four (4) weeks notice of the termination of the “Wizard Pharmacy Kalgoorlie Rewards Programme” (in accordance with the Terms and Conditions of that programme) and will have the option to ‘activate’ for this Programme. Kalgoorlie Members must follow the instructions in the communications they receive from the Promoter in order to opt in to this Programme and have their points balance transferred to this Programme. Otherwise, any points in the “Wizard Pharmacy Kalgoorlie Rewards Programme” that are not redeemed by the end of that programme may be forfeited.
11. Customers who are not Kalgoorlie Members can either register prior to the start of the Programme or once the Programme has commenced, in accordance with clause 12. Customers who were Kalgoorlie Members and failed to opt in, in accordance with clause 10, will also be eligible to register for this Programme in accordance with clause 12, however, if they do so, then their points from the “Wizard Pharmacy Kalgoorlie Rewards Programme” will not be transferred into this Programme.
12. Subject to clause 10, to register for the Programme, Customers must either: (a) visit www.wizardpharmacy.com.au, follow the prompts to the sign up form, fully complete an official registration and activation online form and submit; (b) register in store at any one of the registration points (this will generate an email/SMS to the user who will then be asked to fully complete an official activation online form and submit; (c) fully complete an official sign up form and submit the form to a staff member at a Participating Pharmacy or provide a staff member in a Participating Pharmacy with the required details so that the staff member can sign them up to the Programme, and follow the instructions provided to them to activate their membership; (d) via any other method notified to them by the Promoter.
13. Once a Customer is registered, he/she will receive a Programme Loyalty Card. The form of the Programme Loyalty Card will be determined by the Promoter depending on sign up method (e.g. it could be a hard copy card if sign up is manual or it could be a barcode or another electronic form if sign up is online or if chosen by the Customer). The Programme Loyalty Card will be valid in all Participating Wizard Pharmacies from

the Programme commencement date until termination of the Programme or until otherwise advised by the Promoter.

14. In the event that a Customer's details change after registration, the Customer must notify the Promoter of any such change.
15. The Programme Loyalty Card is not a credit card or a charge card. The Programme Loyalty Card is not transferable and remains the property of the Promoter. If a Programme Loyalty Card is lost or stolen, the Customer must notify the Promoter immediately and may apply for a replacement Programme Loyalty Card. The Customer is responsible for any unauthorised transactions made on his/her Programme Loyalty Card.

Earning Points & Vouchers

16. Customers will earn points ("Points") for:

a) Completing various activities advertised by the Promoter; and

b) Purchases they make in any Participating Pharmacy (where they present their Programme Loyalty Card at the time of purchase or have been registered in the Promoter's internal system as a Programme Loyalty Card member and provide the requested details), other than for: (a) the purchase of any products or services advertised as being excluded, such as prescription items, or any other products where the awarding of Points would be prohibited by law; and (b) and (b) for any "bulk" purchase (from 02.02.16). A "bulk" purchase will be any purchase of fifty (50) units or more in a single transaction of a product from a single line (e.g. purchase of 50 or more lipsticks, purchase of 50 or more fish oil packs, purchase of 50 or more bottles of mouthwash, etc.). For the avoidance of doubt, the products do not need to be from the same brand in order to be classified as a "bulk" purchase, but simply in the same line as deemed by the Promoter acting reasonably.

17. Unless otherwise advised by the Promoter and subject to the excluded purchases in clause 16, three (3) Points will be awarded to a Customer for every \$1 (one dollar) spent by the Customer in a single transaction on eligible products in a Participating Pharmacy. For the avoidance of doubt, if an individual spends less than a full dollar, they will receive the corresponding portion of Points for that spend to two (2) decimal places (e.g. if you spend 10c you get 0.30 points, if you spend 50c you get 1.50 points, etc).
18. The number of Points awarded for eligible purchases may change from time to time, including but not limited to during any special promotions or in respect of specific categories of individuals (such as Seniors, Pension & Vet Affairs Card holder), specific products or category of products. The Promoter reserves the right to vary the Points offered with selected promotions, to particular categories of individuals and in respect of particular products, to offer bonus Points and to offer Points for performance of other activities (not related to a purchase) specified by the Promoter. In the event of any triple Points offers for selected eligible purchases made by Seniors, Pension & Vet Affairs Card holders, such purchases will exclude prescription items, promotional items, catalogue items and clearance items, unless otherwise specified by the Promoter.
19. Customers may also receive vouchers ('Vouchers') issued to them by the Promoter at any time for various uses and with varying redemption rules. The value of the voucher refers to the full amount of the voucher and not the discount amount a customer may receive off.
20. Redemption of any Points or Vouchers that have been credited to a Customer in error is not permitted and the Promoter reserves the right to deduct any such Points.
21. Customers can check their Points balance, Vouchers and other content at any time by visiting a Participating Pharmacy and asking a staff member to check their Points balance. Alternatively, customers who provide a mobile phone number or an email address at the time of registration can also check these details by visiting www.wizardpharmacy.com.au and following the prompts to log into their account. Points balance will be updated overnight and any Points awarded in respect of purchases made on the day the balance is checked will not be displayed in the Points balance until the following day. When displayed for viewing by a Customer, Points will be rounded down to the nearest full number.

Redeeming Points and Vouchers

22. Customers must be fully activated to redeem any points, offers or vouchers. Each one (1) Point a customer earns will equate to a one (1) cent credit. Subject to the limits outlined in this clause, the credit can be used toward eligible purchases from a Participating Pharmacy. Eligible purchases will be purchases of any product available in a Participating Pharmacy, excluding any product(s) or service(s) advertised as excluded by the Promoter or any other products where allowing redemption of credit would be prohibited by

- law. Customers must be fully activated and have a minimum of one (1) cent credit at the time of an eligible purchase to be able to use the credit toward an eligible purchase.
23. The Promoter reserves the right to offer different promotions for Point redemption and Vouchers for Customers, which may be based on what Participating Wizard Pharmacy was selected at the time of activation and/or other details of the Customer. The exact offers or Vouchers, the details and conditions of those offers or Vouchers and the nature of those offers or Vouchers will be determined by the Promoter in its absolute discretion (for example, at its discretion, the Promoter can issue Vouchers for birthdays or other events to selected Customers at any time). Conditions of any special offers or Vouchers will be outlined in the material advertising the special offer and/or on the Voucher. Offers and Vouchers can only be used once, and not in conjunction with any other offer or Voucher (unless otherwise specified by the Promoter) and in accordance with the conditions specified by the Promoter.
 24. Once a credit has been used (i.e. once Points have been redeemed), the relevant number of Points will be deducted from the Customer's balance, and the redemption cannot be cancelled by the Customer.
 25. If a Customer does not earn or redeem any Points for a period of two (2) years, the Promoter reserves the right to cancel that Customer's Programme Loyalty Card and invalidate any Points on that Programme Loyalty Card (in which case such a Customer will be deemed to have forfeited any and all rights to those Points).
 26. Points, credit, offers or Vouchers are not transferable or exchangeable (including for any other credit or offer), cannot be shared with other Customers and cannot be taken as cash, unless otherwise specified by the Promoter.
 27. When a prescription of a Customer who has activated their Programme Loyalty Card is scanned at a Customer's preferred Participating Wizard Pharmacy (as specified upon sign up to the Programme), this will allow automatic access to that Customer's Programme account. As such, customers who allow a third party to pick up a Customer's prescription for the Customer agree that, by doing so, they also allow that third party limited access to their Points and Vouchers, and that that third party will be able to use/redeem Points and/or Vouchers on the Customer's behalf (unless otherwise specified by the Promoter or its representatives).

Verification

28. The Promoter reserves the right, at any time, to verify the validity of Customers and Customer details (including their identity and age and place of residence and any concession entitlements) and reserves the right, in its sole discretion, to disqualify any Customer and terminate their participating in the Programme who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the registration or activation, earning or redemption processes or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Programme. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
29. If there is a dispute as to the identity of Customer, the Promoter reserves the right, in its sole discretion, to determine the identity of the Customer.
30. In the event that the Promoter deems, acting reasonably, that any one (1) person has registered/activated more than once for the Programme and has more than one (1) membership, the Promoter has the right to, in its absolute discretion, cancel all of their registrations, activations and memberships, Points and Vouchers, without notice.

Liability

31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its related entities and Participating Wizard Pharmacies (including their respective officers, employees and agents) exclude 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 the Programme.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its related entities and Participating Wizard Pharmacies (including their respective officers, employees and agents) are not responsible for and exclude 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: (a) any technical difficulties, errors or equipment malfunction

- (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any registration or Programmed Loyalty Card (or replacement card) that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a Customer; or (e) redemption of Points, credits, Vouchers or offers.
33. The Promoter 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 Customer's or any other person's computer related to or resulting from participation in or down-loading any materials in relation to this Programme.

Privacy

34. The Promoter and Participating Wizard Pharmacies collect personal information ("PI") in order to conduct and administer the Programme and may, for this purpose, disclose such PI to third parties, including but not limited to related entities, agents, contractors, service providers, employees and, if required, to any Australian authorities. Participation in the Programme is conditional on providing the requested PI. The Promoter and the Participating Wizard Pharmacies may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Customer. Full details on how the Promoter and Participating Wizard Pharmacies may use and handle PI is set out in their Privacy Policy, which can be viewed at www.wizardpharmacy.com.au/privacy_policy The Privacy Policy also contains information about how Customers may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All registrations become the property of the Promoter. Unless otherwise advised, the Promoter and the Participating Wizard Pharmacies will not disclose Customer's personal information to any entity outside of Australia.

Promoter's Rights

35. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Programme.
36. If this Programme is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any Customer, and to modify, suspend, terminate or cancel the Programme.
37. To the extent permitted by law, the Promoter may, in its absolute discretion, at any time:
- a) change, amend or vary these Terms and Conditions and Programme;
 - b) amend the value of Points/credit, offers and Vouchers and what Points/credit, offers and Vouchers can be earned for and redeemed toward;
 - c) terminate the Programme;
 - d) exclude a Customer from participating in the Programme; and/or cancel a Customer's account; without prior notice (other than as stated in these Terms and Conditions) to a Customer and without liability.
38. In the event that the Promoter terminates the Programme, any outstanding Points will automatically expire upon termination of the Programme, unless otherwise indicated by the Promoter.