

The loyalty program is operated and managed by Sound Brewing Co (“venue”), ABN 66 632 354 539 of t217 Syren Street, Rockingham WA 6168.

By providing your details, you agree to these Terms and Conditions.

The loyalty program (“program”) provides its members with benefits, including points, special offers, vouchers and rewards and is available only at Sound Brewing Co in Rockingham Western Australia and only available at the point of sale with a barcoded card (“card”), this program is not available with online orders or orders placed via the third party table ordering software (Me&U).

Individuals can become loyalty members (“members”) by providing the venue and its staff with their personal details of full name, mobile, email, address and date of birth.

Individuals under 18 years old are not permitted to join the loyalty program.

There is a strict limit of one (1) registered Account per member/person. Each account requires an independent email address and mobile number. Members are not permitted to share an account or barcodes for program offers and benefits. The account may only be used by the member whose name the account is registered in. Multiple individuals cannot share one member’s Points.

Unless otherwise advised by Sound Brewing Co, one (1) point will be awarded to a member’s account for each dollar they spend on full-priced items, where payment is made by the member and the member barcode or loyalty card is scanned within the venue before the transaction is finalised. The spend amount per item outside of whole dollars will provide points pro rata (e.g. \$1.25 spend = 1.25 points). Sound Brewing Co holds the right to change the value of points at any time without prior notice to customers.

For clarity, all eligible items in a transaction will accrue points. Eligible items do not include complimentary or discounted items.

Where redeeming points for Sound Brewing Co items in venue, members can use points to redeem against the full value of the transaction or part of the transaction value. Each point can be redeemed against a transaction at a four (4) cents per point value (e.g. 5 points = 20 cents). Points are redeemed by presenting a member loyalty card with a barcode associated with an account at the time of purchase. For point redemptions made in accordance with this clause, alternative payment methods should be used for purchase of other items not covered by point redemption.

Where redeeming vouchers issued by Sound Brewing Co, members cannot pay for the voucher transaction using points.

Members are entitled to receive the following, which are subject to the further individual terms and conditions of each offer listed in the offer sent to the member:

one complimentary Birthday Voucher during the month of their birthday, where the member has entered their date of birth when signing up. Members will automatically receive a voucher on their account on the 1st day of their birthday month (e.g. if a member's birthday is on the 3rd or 28th of July they will receive their voucher on their account on the 1st of July and will have 30 days to redeem the offer). The voucher will be valid for 30 days from the date members receive their voucher and cannot be redeemed outside of this period, regardless of any circumstances beyond the member's control (including but not limited to public holidays or venue closures). The member must present a verified voucher to receive the item. Sound Brewing Co takes no responsibility for incorrectly entered birth dates. If a Member registers and joins the program in the month of their birthday, no Birthday Voucher will be provided, the member must wait until the following year to become a member and receive the Birthday Voucher, if they are considered eligible at that time;

offers made available on the 1st day of each month until the final day of the same month and are redeemable by the member. The offer will only be valid during that month and cannot be redeemed outside of this period, regardless of any circumstances. Sound Brewing Co takes no responsibility or liability for any offers or vouchers that expire or are ineligible, regardless of any circumstances beyond the member's and Sound Brewing Co's control (including but not limited to internet outages and venue closures).

Where a reward is provided by way of a voucher, any costs in excess of the voucher and any ancillary costs associated with redemption are the responsibility of the member.

Members of Sound Brewing Co must comply with all conditions of use for all rewards, offers, vouchers and points and are subject to applicable laws in Western Australia.

To the maximum extent permitted by law, Sound Brewing Co will not be liable to a member for any reward which a member fails to receive due to factors outside of Sound Brewing Co's reasonable control, including but not limited to the unauthorised use of an account, points, username or password by third parties. Sound Brewing Co does not accept responsibility if a reward or voucher is used by a person other than the person whom the reward is intended.

Except as provided for in these Terms and Conditions, or otherwise specifically authorised by Sound Brewing Co, points have no monetary or other value and cannot be redeemed for cash.

Points will expire and be forfeited on an account if they have not been redeemed for a consecutive period of 365 days. Sound Brewing Co will then automatically deduct and invalidate any accrued points and other entitlements from such an account. The account will not be terminated, and the member will retain their account, but their points will expire and be forfeited. For completion, if the point expiration period is reduced, this will not occur without prior notice to members.

From time to time, Sound Brewing Co may conduct various reward offers, promotions and discount offers which will be open to members (or selected members) only. Members may receive personalised offers depending on what Sound Brewing Co believes a member might enjoy. For this reason, one member's offer may be different to another member's offer.

The number of points 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 Sound Brewing

Co at selected times.

Point balances and rewards offered under the program are not transferable, exchangeable, or redeemable for cash. Points accrued in multiple accounts cannot be combined.

Each member is responsible for ensuring that the correct number of points has been added or deducted for each eligible transaction. Members must notify Sound Brewing Co of any apparent discrepancies as soon as possible by contacting info@soundbrewingco.com.au. Sound Brewing Co will not be able to add points related to transactions where the barcode or loyalty card was not scanned by a member, however if a valid receipt is presented by a member and where a responsible staff member contacts management to report an error with the malfunction of a members account, and verified by Sound Brewing Co, the eligible points applicable to the transaction will be added to the members account within 48 hours. If a member does not have a receipt or any proof of purchase, points cannot be allocated to an account under this clause, nor can refunds be offered.

If a member's card is lost or stolen, Sound Brewing Co will not be responsible for any points, rewards or vouchers lost or accepted by unauthorised use. The barcode is not exclusive to the card and should not be shared publicly (e.g. social media). A photocopy or photo of the barcode can still be recognised to redeem.

The card will be accepted in the Sound Brewing Co venue. From time to time the venue may be prevented from processing a loyalty program transaction due to circumstances beyond their control (e.g. internet outage). If the venue cannot accept the barcode or access the loyalty account at time of purchase, members will be unable to accrue or redeem points, and points will not be added retrospectively, unless Sound Brewing Co explicitly states points will be added at a later date.

Sound Brewing Co reserves the right to refuse the use of the loyalty program if there are grounds to believe that the use is unauthorised, fraudulent or otherwise unlawful.

No fees will be charged by Sound Brewing Co for the issue, registration, activation or use of the loyalty program.

Members can check their point balance at the venue by providing staff their loyalty card or barcode and confirming their mobile number on the account.

Sound Brewing Co reserves the right to alter the Terms and Conditions of the program in its sole discretion without prior notice. The program, including any offer or promotion conducted under the program (e.g. vouchers), will continue until such time as it is terminated by Sound Brewing Co. Should the program be suspended or cancelled at any time Sound Brewing Co will notify members via email or the relevant section of the Sound Brewing Co website.

Sound Brewing Co reserves the right, at any time, to verify the validity of members (including identity, age, mobile number and place of residence), registrations, accounts and point accruals and redemptions. If there is a dispute as to the identity of a member, Sound Brewing Co reserves the right, in its sole discretion, to determine the identity of the member.

Sound Brewing Co reserves the right, in its sole discretion, to disqualify any member who Sound Brewing Co has reason to believe has breached any of these Terms and Conditions, has tampered with the registration, Points accrual/redemption and/or account verification process, or engaged in any unlawful or other improper conduct calculated to jeopardise fair and proper conduct of the program. Errors and omissions may be accepted at Sound Brewing Co's sole discretion. Failure by Sound Brewing Co to enforce any of its rights at any stage does not constitute a waiver of those rights. Sound Brewing Co's legal rights to recover damages or other compensation from such an offender are reserved.

If for any reason the program is inoperable (including but not limited to computer viruses, bugs, tampering, unauthorised intervention, fraud and technical failures) Sound Brewing Co reserves the right in its sole discretion to disqualify any individual who tampers with the program or systems used to operate and manage the program, and to cancel, terminate, modify or suspend the program. This includes causes beyond the control of Sound Brewing Co which corrupts or affects the administration, security, fairness,

integrity, or proper conduct of the program.

Sound Brewing Co's decision in relation to all matters arising under the program is final and binding, and no correspondence will be entered into.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Sound Brewing Co (including its respective officers, employees, contractors and agents) is not responsible for, and excludes all liability (including negligence), arising from, any personal injury, loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of registration to, and participate in, the program, including but not limited to:

any theft, unauthorised access, or third-party interference;

accrual or redemption of points;

any registration or reward claim that is late, lost, altered, damaged, or misdirected (whether after receipt by Sound Brewing Co or not) for any reason beyond the reasonable control of Sound Brewing Co;

the Sound Brewing Co website;

accepting, using or taking a reward, entitlement or discount offer under the program;

any tax liability incurred by a member in connection with the program, including in relation to accepting, using or taking any reward, entitlement or discount offer under the program;

any communication to any member that is late, lost or misdirected for any reasons, including but not limited to spam filters operating on a member's email account or other system configuration problems; and

any problems or technical difficulties or malfunctions 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 Sound Brewing Co's control), including but not limited to any injury or damage to any individuals computer or technological device related to, or resulting from, participation or registration in the program, or any materials in the program or otherwise accessing or using the Sound Brewing Co website.

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 or offered by Sound Brewing Co, and in the event of any inconsistencies, these Terms and Conditions will prevail.

Information collected from members at the time of signing up to the program is subject to this clause. Sound Brewing Co collects personal information 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 upon members providing this personal information. Sound Brewing Co may, for an indefinite period, unless otherwise advised, use the information provided for promotion, marketing, publicity, research and profiling purposes, including sending postal messages, electronic messages or telephoning the member. Members should direct any request to access, update or correct information to Sound Brewing Co at info@soundbrewingco.com.au.

Sound Brewing Co reserves the right to change or revise these Terms and Conditions at any time.

Members are able to update their details by emailing them to info@soundbrewingco.com.au.

The laws of Western Australia apply to the program to the exclusion of any other law. Members submit to the exclusive jurisdiction of the courts of Western Australia.