

Terms and Conditions

1. General

1. Welcome to Member Advantage. Advantage Rewards Pty Ltd ("we", "us", "our") trading as Member Advantage is a service which enables access to our websites and other products and services where a user can buy, send, manage and store digital gift cards, codes and/or vouchers (collectively, "Offers") and receive other services from us as described here (collectively the "Services").
2. Please read this document carefully because these Terms and Conditions (collectively, "Terms") describe the legally binding agreement between you and us on which we offer you access to the Services, including the services provided by our independent third-party payment processor/s.
3. The Terms, including our Privacy Policy are a contract between you ("you", "your") and us.
4. You may use the Services by creating an Member Advantage account pursuant to these Terms.
5. By creating an account you acknowledge that you live in Australia and have read, understood, and agree to be bound by these Terms. Users of the Services must be 13 years of age or older. If you are under the age of 13, then you are not permitted to register for an account with us. Persons between the ages of 13 and 18 may only use the Services with the supervision of a parent or legal guardian who registers for an account with us, and thus agrees to be bound by these Terms.
6. If you do not agree to these Terms, or are under the age of 13, do not use the Services. These Terms do not affect any agreements you have with any other party for products, services or otherwise. Offers sold via the Services are valid for use within Australia and/or New Zealand and may be available for use in other countries. Please review each participating issuing retailers' ("Retailer") terms and conditions for the use of Offers outside of Australia.
7. We reserve the right to modify these Terms at our sole discretion at any time. If any modifications are made, we will provide notice of such changes through the Services, email or by updating these Terms (as indicated by the "Last Updated" date found at the bottom of these Terms) on the Member Advantage website Terms and Conditions. By agreeing to this you consent to receive notifications through these means and your continued use of the Service will indicate your acceptance of the revised

Terms. If you do not agree to any amended Terms, you must stop using the Services.

2. Your Account

1. In order to use the Services, you will need to register an account. Where an account is created, only one email can be registered and in doing so you agree:
 1. to submit your own valid e-mail address and phone number;
 2. to create a unique and strong password;
 3. that all information that you submit is true, accurate and not misleading;
 4. to keep all information regarding your account confidential and secure, including your password;
 5. you are responsible for any and all uses of your account, whether or not you have authorised such use;
 6. to keep confidential and secure all aspects of other users' account information that you may have access to;
 7. you will not use the Service for any unlawful or otherwise prohibited activity;
 8. to maintain and promptly update your account information to keep it accurate, current and complete at all times, or as soon as reasonably practicable following any changes; and
 9. to immediately notify us if you discover or suspect that your account has been subject to illegal, hacking or unauthorised use by contacting us here.
10. Member Advantage reserves the right to immediately suspend and/or de-activate your account, and ban you from using the Services in the future, if misleading, inaccurate, false or fraudulent information is provided during account creation or use and/or sign in, or if we reasonably believe that your account is used or intended to be used for fraudulent or illegal purposes.

3. Security

1. We encourage all users to secure their laptop, personal and/or mobile devices, including by setting a unique secure password or passcode lock. eGift cards should be treated like cash. Adding security to your laptop,

mobile or personal device will help to ensure that your gift cards are protected. Do not share your password or passcode with anyone. If you lose your mobile or personal device please contact us here as soon as possible so we can put a hold on your account. If someone has already spent your gift card/s unfortunately we will not be liable and will be unable to assist you.

2. Member Advantage is a secure site and mobile application.
3. Member Advantage uses third-party PCI compliant payment processors, we do not hold any financial information.
4. Retailers' eGift cards are linked to their POS systems. Once the amount is redeemed you cannot use that eGift card again.

4. Privacy Policy

We respect your personal data and privacy. Please refer to our Privacy Policy on how information of our users is collected, used and disclosed.

5. Terms of Sale

In your purchase of products from us, you agree to be bound under these Terms of Sale effective at the time of your purchase and all terms incorporated by reference. Should you have any enquiries relating to these Terms, please contact us.

1. Availability and Pricing

A variety of non-reloadable digital eGift cards, codes and/or vouchers (collectively, "Gift Cards") are offered for purchase through our Services. All Gift Cards are subject to availability and we reserve the right to impose quantity limits on any order, reject all or any part of an order and to discontinue products without notice, even if you have already placed your order. All prices are subject to change without notice and the price charged will be the price set out on the Service at the time of your order. The minimum price of a Gift Card sold via Member Advantage is \$5 and the maximum price of a Gift Card sold is \$3,000 (subject to each Retailer). If you purchase multiple Gift Cards on a single day, the total amount that you purchase on all the cards cannot exceed \$3,000. Gift Cards purchased through us are available for use within Australia and/or New Zealand. Please consult each Retailer's (as defined below) terms and conditions for the use of Gift Cards outside of Australia.

2. Gift Cards

1. From time to time we may offer other special promotions intended to provide you an incentive to purchase Retailer Gift Cards and/or to encourage you to get others to do so. The applicable rules will be posted on the Site in or near the description of each such

promotion and/or competition. We reserve the right to interpret these rules in our sole discretion, and you hereby agree to our interpretation.

2. The expiration date for a Gift Card is displayed on or on the back of the Gift Card. Please refer to the expiry date to ensure you redeem your Gift Card in the allocated time frame. We are not responsible for users to redeem their Gift Card before the expiration date.
3. Unless otherwise stated by the applicable Retailer, Gift Cards are not redeemable for cash.
4. Each Gift Card purchased by you will be listed as a separate Gift Card. By way of reference, in the event that you purchase two Gift Cards from the same Retailer, your wallet will reflect two Gift Cards, as opposed to one Gift Card with the value of the two Gift Cards purchased.
5. You are responsible for your Gift Card. Member Advantage is not responsible if a Gift Card is lost, stolen, destroyed, or used without permission. Member Advantage is not responsible if any Gift Card is rendered unsuitable for redemption through no fault of Member Advantage. If you have lost or misplaced your Gift Card and the balance has not been spent or changed from the original amount, contact us, and we will send you a replacement provided we can confirm the balance is unused.

3. Retailer Terms and Liability

1. Retailer Gift Cards that you purchase through our Services are issued by participating third-party retailers ("Retailers"). Your purchase of each Retailer Gift Card is governed by certain terms and conditions established by the issuing Retailer in addition to these Terms. Retailers set expiration dates for Retailer Gift Cards in addition to other restrictions and requirements. Please review all applicable Retailers' terms and conditions prior to the purchase of any Retailer Gift Card. If you have questions relating to the applicable Retailer terms, please contact the issuing Retailer. As the issuers of Retailer Gift Cards, Retailers (and not Member Advantage) are fully responsible for all aspects of their Gift Card programs. Retailers are responsible for all liabilities and costs suffered by you or any other party caused –

2. directly or indirectly – by the Retailer or their products or services. We have no obligation to resolve any dispute between you and any Retailer. Member Advantage endeavours to work with reputable Retailers, however Member Advantage holds no liability for the sale of products or services provided to you by a Retailer. In purchasing a Retailer Gift Card from an issuing Retailer, you waive and release Member Advantage and its subsidiaries, affiliates, partners, officers, directors, employees and agents from any liabilities arising from or related to any act or omission of a Retailer. Following the purchase of a Retailer Gift Card, Member Advantage shall not be responsible or liable to you in the event a Retailer discontinues its Retailer Gift Cards or is unable to or refuses to redeem a Gift Card (including for reasons of their insolvency, external administration or forced closure). Neither Member Advantage nor any Retailer is responsible for lost or stolen Retailer Gift Cards. If you lose your mobile device, please contact us here immediately so we can put a hold on your account.

4. Payment Options

1. Accepted forms of payment include bank payments using Open Banking platform providers, credit/debit cards. Member Advantage reserves the right to make changes to the payment methods available for use without notice. Unless indicated otherwise, the purchase of Gift Cards will be fully billed at the time the Gift Card is issued to you. Member Advantage does not hold any financial information- when you make a payment by card, the transaction information is handled by a third party PCI compliant payment processor and when you make a payment using another payment option, the transaction information will be handled by the payment option provider. If your payment cannot be verified, is invalid or otherwise unacceptable, your order may be suspended or cancelled automatically.
2. Card processing fees will apply to all credit/debit card transactions as applicable. These charges are clearly displayed for your review prior to purchase. Processing fees may apply even if the Card has expired or changed by the time Member Advantage submits the charges. Any problems encountered with respect to payment for your order are not the responsibility of Member Advantage, and you should resolve your concerns with the payment provider.

5. Taxes

Gift Cards are free of GST. GST or other taxes are not accounted for until the cards are used to purchase goods. These may be charged separately by the applicable Retailer at the time of purchase.

6. Gift Card Activation

All Gift Cards sold via our Services are already activated at time of purchase. Activated Gift Cards will be available within approximately 30 seconds however additional time may be required for certain activations. If your Gift Card has not been activated within five minutes, please contact us here. In rare cases it may take up to 24 hours for activation to occur, we appreciate your patience.

7. Cancellations; Returns

1. Please choose carefully as we do not offer exchange or refund on Gift Cards.
2. A re-issue of faulty or damaged Gift Cards is not available unless the fault or damage to the Gift Card is proven to be a result of the production or issuing process or otherwise due to the fault of us or our agents or contractors or where otherwise required by law. If you seek a return or refund please contact us with the reason for your request and proof of purchase for us to review. If any value on a Gift Card has been spent we are unable to process a return or refund unless required to by law. Member Advantage is not responsible for the refund of purchase price or return of any products purchased from Retailers.

8. Lost or Stolen Gift Cards

Treat your Gift Card like cash. Lost or stolen Gift Cards will not be replaced or refunded. The bearer of the Gift Card will be taken to be the owner of the Gift Card. If you lose your mobile device please contact us immediately so we can put a hold on your account. If someone has partially or fully redeemed your Gift Card(s) while your mobile device is lost or stolen, Member Advantage shall not be liable.

9. Your Gift Card, your responsibility

You are responsible for the use and safety of your Gift Card. You are liable for all transactions on your Gift Card, except to the extent to which there has been negligence or wilful misconduct by us. Protect your Gift Card information by viewing it in privacy to ensure no one views and records your Gift Card information. We strongly encourage all users to have a passcode on your mobile device.

10. Errors

Member Advantage attempts to be as accurate as possible however sometimes errors may occur. We do not represent or warrant that any description, Gift Card, Retailer or pricing information displayed on our Service is accurate, complete, reliable, current or error-free. In the event of an error, we will endeavour to correct it as quickly as possible and revise your order accordingly.

11. Excluded Users and Territories

You are not permitted to purchase products or services from Member Advantage if you are:

1. Located in, under the control of, a national or resident of any country to which Australia and/or New Zealand has embargoed goods or services; or
2. Identified as a “Specially Designated National”; or
3. Placed on any Australian and/or New Zealand export control list.

6. Member Advantage Service Description

1. Member Advantage is a:
 1. re-seller of digital Gift Cards. We do not re-sell plastic or physical Gift Cards; and
 2. distributor of specially negotiated, closed-loop offers for discounts or specials across a range of categories including dining, travel, leisure, automotive, etc (Third-Party Services).
2. To use this service you need to create an account with Member Advantage.
3. To purchase a Gift Card you will need to use a valid method of payment as updated on the Services from time to time.
4. Access to Member Advantage is provided through your email or other means of access as provided or approved depending on your device, as updated from time to time.
5. You may pay for a Gift Card by using the payment methods available - this may include credit cards (a 'Card') or other payment options (such as bank transfers using Open Banking platform).
 1. Where you pay by Card, Member Advantage processes payment transactions on your behalf each time a payment is made. We use a third-party PCI compliant payment processor.

2. Where you pay using another payment method, the payment method provider will process the payment transaction.

In each case, we do not hold any financial information or credit card details.

7. Buying Gift Cards

1. Each time you buy a Gift Card for yourself, it will be stored in your account and delivered via email. You will be able to view and manage all Gift Cards purchased in your card history.
2. We may impose a maximum limit on the total number and value of Gift Cards you are able to purchase within a 24 hour period.

8. Sending Gift Cards

1. The Services enable you to gift or send purchased Gift Cards to others via email.
2. If you send a Gift Card via Member Advantage to another person via email, Member Advantage no longer accepts responsibility for that Gift Card.
3. If the person that you have sent the Gift Card to has not received their email notifying them of their Gift Card, please ask them to check their spam/junk mail.
4. If you inadvertently send the Gift Card to an incorrect email address, please contact us so we can review your request. If possible we will re-direct the Gift Card to the correct email address. If you have sent the Gift Card to the wrong email address and the Gift Card has already been opened, we will not be liable and may be unable to assist with this request.

9. Redemption of Gift Cards

1. Redeeming in a physical store:
 1. To redeem a Gift Card, open the Gift Card on your mobile device. The Gift Card will show the barcode, pin number (if applicable) and code. If optical scanners are available simply scan the barcode.
 2. Tips for scanning Gift Cards: tilt your mobile device so the Gift Card is enlarged in the horizontal format.
 3. If optical scanners are not available, the cashier may be required to manually enter the Gift Card code number at checkout.

4. Alternatively, you can present a print-out of the Gift Card, showing the barcode, pin number (if applicable) and code, at the Retailer's physical store at the time of purchase.
2. Redeeming online:
 1. In your account, open the Gift Card. The Gift Card will show the barcode, pin number (if applicable) and code. Use the copy function to save your code to the clipboard. At the Retailer's checkout, simply paste this code into the designated code area on that Retailer's website.
 2. Please note, not all Retailers' Gift Cards are available for use online.
3. Please check each Retailer's terms and conditions before you purchase a Gift Card.

10. Deleting Gift Cards

When you have redeemed your Gift Card, you have the option to delete the card from your account. If you accidentally delete your Gift Card please contact us.

11. Invite your Family/ Friend

From time-to-time, Member Advantage offers users the opportunity to invite new users via their email on the Member Advantage website. Users are not permitted to send invitations to themselves, either via the same Member Advantage account or by setting up new Member Advantage accounts. Member Advantage will only honour legitimate invitations to new users. At Member Advantage's sole discretion, Member Advantage will determine users who are deemed to be sending invitations to themselves or are otherwise seeking to misrepresent or defraud Member Advantage.

12. Links to Third Party Websites and Services

1. Member Advantage has negotiated discounted offers with a broad range of Retailers and service providers to provide users with a benefit. We provide links to third-party websites, apps, mobile services or other third-party services and may also display, link to or make available third-party content, data, information, events, apps or materials (including social media) ("Third-Party Services") on or via the Services. This does not indicate that Member Advantage endorses, controls or makes warranties or representations of any kind in relation to those Third-Party Services.
2. We are not responsible for the privacy or other practices of links to third-party websites that are not owned or controlled by Member Advantage. You are solely responsible for reading and understanding the policies and

terms of use or service of any other website that you visit whether this has occurred via the Member Advantage website or App or otherwise.

3. All users are deemed to accept and understand that access to any Third-Party Services is entirely at their own risk. Member Advantage takes no responsibility for any legal issues or otherwise that may result from your use of the Third-Party Services, nor the loss, damage or harm that may be incurred as a result of your use of the Third-Party Services. Your access to these services is not governed by the Terms or Member Advantage's other terms and policies. Please review the applicable terms and policies, including privacy and data-gathering practices. The terms and policies for Third-Party Services are solely between you and the Third-Party Service provider and not Member Advantage.
4. All users are deemed to accept and understand that the displayed information on Offers is as accurate as possible. Member Advantage takes no responsibility and has no liability for errors in the description for Third-Party Services.

13. Intellectual Property and Limited Licence

1. Unless otherwise indicated, the Services, all content and other materials are the proprietary property of Member Advantage or our licensors or users and are protected by Australian and New Zealand intellectual property legislation and the common law.
2. Member Advantage grants you a limited, non-exclusive licence to access and use the Services and any content made available by Member Advantage ("Member Advantage Content") only for the purpose of purchasing, sending or managing Gift Cards or receiving other Services under these Terms. The licence is subject to these Terms and you are not permitted to:
 1. sell, rent, lease, lend, redistribute, sublicense or make commercial use of the Services or the Member Advantage Content;
 2. copy, reverse engineer, decompile, disassemble or attempt to discover the source code of our Services or Member Advantage Content;
 3. modify, alter or otherwise make any derivative uses of the Services or the Member Advantage Content, or any portion thereof;

4. remove, alter or obscure any copyright, trademark or other proprietary rights notice included in the Services or Member Advantage Content;
 5. use any data mining, robots or similar data gathering or extraction methods;
 6. download (other than page caching) any portion of the Services or the Member Advantage Content, except as expressly permitted via the Services; and
 7. use the Services or the Member Advantage Content other than for their intended purposes or contrary to law.
3. Any use of the Services or the Member Advantage Content other than what is specifically referred to in these Terms of Service is prohibited and any licence granted will be terminated.
 4. Unauthorised use may also breach intellectual property laws and intellectual property rights. The licence is revocable at any time.

14. Repeat Infringer Policy & Copyright Complaints

1. Member Advantage will terminate, as determined by and at the sole discretion of Member Advantage, users who infringe the intellectual property rights of Member Advantage. Member Advantage may also limit access to the Services and/or terminate the accounts of any users who infringe the intellectual property rights of others.
2. If you believe that the Services infringe upon any intellectual property, which you own or control, a notification may be filed by contacting us.
3. If you knowingly misrepresent in your contact with us that the material or activity is infringing, you will be liable for any damages, costs or legal fees incurred by us or the alleged infringer as the result of our relying upon the misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

15. User Conduct

1. You are solely responsible for your conduct and the conduct of anyone who uses your account with respect to the Services, and you agree that you will not permit anyone using your account to conduct any of the following in connection with the Services:
 1. use the Services in a manner that could potentially interfere with, disrupt, negatively affect or inhibit other users from full enjoyment

of the Services or that could damage, disable, overburden or impair the functionality of the Services in any way inconsistent with the Terms;

2. flag content or report abuse for improper purposes or without good reason;
 3. use the Services for any illegal, fraudulent or unauthorised purpose or engage, encourage or promote any illegal activity;
 4. imply that you have any connection with us or that we have endorsed you or any products/services for any purpose;
 5. create an account, post or upload any content if the person is not over 13 years of age;
 6. use or attempt to use another user's account without their authorisation;
 7. modify, adapt, hack or emulate the Services;
 8. use any interface not provided by us to access the Services or to extract data;
 9. develop any third-party applications that interact with User Content or the Services without our prior consent;
 10. avoid or attempt to avoid any filtering, security measures or other features designed to protect the Services or third-parties; and
 11. infringe upon/violate the rights of Member Advantage, our users or any third-party.
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2. Should your account be disabled, you or anyone acting under your discretion, are strictly prohibited from creating another account with Member Advantage. We take no responsibility or liability for any user conduct, mistakes, defamation or omissions that you may encounter during your use of the Service. Your use is at your own risk.
 3. We reserve the right to indefinitely suspend or permanently delete your account should if your conduct is not in compliance with these Terms. In addition, we may suspend or delete your account if you engage in verbal or electronic abuse of our employees and be reported as engaging in such by our retailers. Member Advantage has Zero Tolerance for abuse.

16. Direct Marketing

We and/or our selected third-party business providers may contact you with direct marketing communications and information about the Services or other products and services offered by us via telephone, email, SMS, or regular mail.

If you have indicated a preference for a method of communication, we will endeavor to use that method wherever practical to do so.

You may opt out of receiving marketing communications at any time by responding via the channel in which you received the marketing communication, or by contacting us on the contact details set out in clause 27. You can unsubscribe:

- from telephone calls by informing the caller that you no longer wish to be contacted;
- from emails by clicking the unsubscribe link on the footer of the email communication you have received;
- from SMS messages by replying with STOP; and,
- from regular mail by contacting the telephone number shown on the letter.

17. Feedback

We welcome your feedback. Feedback submitted through the Services or otherwise is non-confidential and becomes the sole property of Member Advantage. We own the intellectual property rights in and to such feedback, and are entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgement to you.

18. Disputes

1. For any technical issues with our Services, please contact us. We will review the problem and take all measures reasonably necessary to rectify the issue as soon as possible if Member Advantage, in its sole discretion, considers rectification is required.
2. Member Advantage will review your complaint and notify you in the event that we require additional information or documents. You agree to fully and timely cooperate with all requests we may make in the resolution process.
3. The following terms and conditions apply in the event you have a dispute regarding the purchase of any product you have made through the use of our Services:
 1. you must notify Member Advantage of your dispute or complaint via email: **customercare@memberadvantage.com.au**;

2. Member Advantage reserves all rights to conclude and offer, if warranted and applicable and in its sole discretion, a reasonable remedy for your complaint; and
3. in the event your complaint violates the Terms and Conditions, Privacy Policy, promotional terms and conditions, any other policy not herein, or any and all applicable state and federal laws, we reserve the right to dismiss your complaint and take reasonable action to procure a judgment against you or as is otherwise reasonable at the sole discretion of Member Advantage.
4. We have no obligation to resolve any dispute between you and any other recipient or Retailer. Users may resolve a dispute directly with each other or with the applicable Retailer.
5. Member Advantage reserves the right to cancel any order at any time and for any reason, at our sole discretion.

19. Disclaimers

1. Member Advantage is a marketplace that provides users with access to Gift Cards offered by Retailers as well as Offers on Third-Party Services. As an intermediary, we are not responsible for the creation or redemption of Gift Cards provided by Retailers, nor can we be held responsible for transactions on third party websites. Use of third-party logos and trademarks in no way constitutes an affiliation between Member Advantage and a third party.
2. You expressly acknowledge and agree that your use of the Services and Member Advantage Content is at your own risk. Member Advantage disclaims any and all warranties and representations (express or implied, oral or written), to the extent permitted by law, with respect to the Services, including any:
 1. implied warranties of merchantability;
 2. implied warranties of fitness or suitability for any purpose;
 3. warranties of non-infringement or condition of title; and
 4. Member Advantage does not warrant that the functions contained in the Services will be accurate or meet your requirements, that the operation of the Services will be uninterrupted or error-free.

20. Indemnification

You agree to defend, indemnify and hold Member Advantage, its parents, subsidiaries, affiliates, officers, agents, employees, consultants, resellers or other partners, service providers and licensors ("Indemnified Parties") harmless from and against any actual or threatened third party claim, demand, loss, liability, proceeding, legal action, payments, deficiencies, fines, judgments, settlements or any liability incurred or suffered or damages, including reasonable legal costs (together, Loss), by any of the Indemnified Parties arising directly or indirectly from or related to:

1. in respect of data which you provide to us - handling (including use of) the data, including but not limited to, allegations that any processing of your data by Member Advantage and/or you under these Terms violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party;
2. your User Content;
3. your use or any unauthorised use of the Services;
4. your breach of these Terms; or
5. your violation of any applicable law.

Notwithstanding this indemnity, you will not be required to indemnify any Indemnified Party under clause 26.1 for Loss where the Loss was caused by our negligence or wilful misconduct.

Member Advantage and its affiliates will cooperate as fully as reasonably required in the defence of any claim, at your expense. We reserve the right, at your expense, to retain separate counsel for ourselves in connection with any claim or, if you have not responded reasonably to the applicable claim, to assume the exclusive defence and control of any claim in which you are a named party and that is otherwise subject to indemnification under this clause. You will pay all costs, reasonable attorneys' fees and any settlement amounts or damages awarded against us in connection with any claim. You will also be liable to us for any costs and attorneys' fees we incur to establish or enforce our right to indemnification under this clause.

21. Limitation of Liability

In no event will Member Advantage be liable to you or any third party for any incidental, special, indirect, consequential, exemplary or punitive damages whatsoever including, but not limited to, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of, or related to, the Services and content contained, including but not limited to the Gift Cards, gift promotions and/or competitions, related products and services (this includes, but is not limited to, the redeemability of Gift Cards, codes and/or vouchers or gift promotions), User Content, Member Advantage Content, third party services and/or materials, however caused,

regardless of the liability and even if Member Advantage has been advised of the possibility of such damages. In the matter of, or relating to the use of, or inability to use the Services, Member Advantage's total liability will not exceed fifty dollars (\$50.00 AUD).

22. Applicable Law

Member Advantage is based in Australia and our Services are subject to Australian legislation. We make no warranties that the Services are appropriate or available for use in other locations outside of Australia unless explicitly stated. Should you choose to access or use the Service from locations outside Australia, you do so at your own risk and are responsible for compliance with all applicable laws, rules and regulations or other applicable terms or policies of Member Advantage as made available from time to time. The laws of Australia govern your use of the Services. You agree that any legal action arising out of, or relating to, the Services or the Terms will be filed only in the State and Federal courts located in Victoria, and you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of these courts regarding any legal proceeding arising out of the Services.

23. Termination of Service

Your account with Member Advantage and any access to the products and Services is and shall remain at the sole and absolute discretion of Member Advantage. Member Advantage reserves the right to change, suspend, remove, discontinue or disable access to the Services at any time and without notice. In no event will Member Advantage be held liable for the removal of or disabling of access to any part or feature of the Services.

24. Severability

Should any provision of these Terms be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

25. Waiver

Enforcement of the Terms is solely at our discretion and Member Advantage's failure to enforce a provision in some instances does not constitute a waiver of our right to enforce such provision in other instances.

26. Assignment

Member Advantage can assign these Terms and its rights, or delegate its obligations, without your consent. All provisions contained in these Terms shall extend to and be binding upon you and Member Advantage's successors and assignees. You may not assign these Terms to another person or entity.

27. Legal Compliance

1. You represent and warrant that:
 1. you are not located in a country that is subject to an Australian and/or New Zealand Government embargo, or that has been designated by the Australian and/or New Zealand Government as a “terrorist supporting” country; and
 2. you are not listed on any Australian and/or New Zealand Government list of prohibited or restricted parties.

28. Contact Us

Should you have any questions or concerns regarding these Terms, our Services or require assistance please contact us at:

Australia
Advantage Rewards Pty Ltd t/a The Member Advantage L2, 35 Dalmore Drive Scoresby, VIC 3179
Phone: 1300 853 352
Email: customercare@memberadvantage.com.au