1. The UniCentre Membership

1.1. When a UniCentre member registers for non-financial membership or accepts and takes receipt of the UniCentre VIP Member Card, they are thereafter treated as having agreed to be bound by these terms and conditions. The cardholder agrees that these terms and conditions apply to any Rebate Points acquired/earned/redeemed, Discounts and Other Specified Benefits. The cardholder agrees to the terms and conditions as stated in the UniCentre Articles of Association (http://unicentre.uow.edu.au/boardofdirectors/corporategovernance/ArticlesofAssociation/index.html), and the Memorandum of Association (http://unicentre.uow.edu.au/boardofdirectors/corporategovernance/memoofassociation/index.html) as amended from time to time.

1.2. Upon opting into membership of UniCentre VIP, UOW Students and Staff can log into their membership portal using their UOW Student / Staff user names and password at http://unicentre.uow.edu.au/vip/index.htm. Non-UOW student/staff members will be allocated a Member ID Number and temporary password that can be changed at http://unicentre.uow.edu.au/vip/index.htm

1.3. Each VIP card will also have encoded into the magstripe, a unique identifier code that enables the card to be cancelled and reprinted in the event of loss, damage or theft of the card.

1.4. Each VIP Card must be validated by having the cardholder’s signature on the back and will feature the expiry date of the card on the front.

1.5. VIP Cards will not be refunded or level of membership changed.

1.6. All VIP Cards, other than Life Member cards, must feature a recent and accurate photographic image, as determined by UniCentre, on the front.

1.7. VIP Cards will be re-issued each year upon successful application for membership and payment of fees.

1.8. To access the benefits of VIP, the cardholder must carry the card at all times to either swipe at UniCentre Points of Sale or present at UniCentre Points of Service. This is also required for cardholders to access the benefits offered by The Rewards Club Card and/or other associated VIP benefit schemes.
1.9. UniCentre will contact members in regard to UniCentre VIP in the first instance via the UOW Email Account or other specified email contact recorded as notified most recently by the member.

1.10. It is the responsibility of the cardholder and member to notify UniCentre of any change in circumstance or contact details. UniCentre is not responsible if members do not receive communication (including a prize or other special member benefit) for any reason – including because the item is lost in the post or a member has not notified a change of address, other contact details or change of circumstances to us. You can contact the UniCentre referred to in these terms and conditions by calling +61 2 4221 8000 or by writing to Wollongong UniCentre at PO Box U100 University of Wollongong NSW 2500. You can also contact UniCentre on the UniCentre web site accessed through http://unicentre.uow.edu.au or email us at unicentre@uow.edu.au

1.11. UniCentre will download updated contact details where possible from the University of Wollongong at regular intervals of student members.

1.12. The VIP card remains the property of UniCentre.

1.13. The VIP Card issued to members entitles the card holder to earn Rebate Points, receive Discounts and Other Specified Benefits on prescribed purchases/services at specified UniCentre outlets, which are stored in the UniCentre Membership database and accessible to redeem at the point of sale and to view online at http://unicentre.uow.edu.au/vip/index.htm; receive Discounts and Other Specified Benefits including access to the benefits of The Rewards Club Rebate Program. (See 2.1)

1.14. The VIP Card is valid for one calendar year only, commencing January 31 and expiring 30 January the following year. There are no 6 month options available. VIP Cards will be deactivated when membership lapses. Your Rebate Points can expire but in some circumstances set out in these terms and conditions, you may not be entitled to them or be unable use them (and we may correct your Rebate Points record by deleting any points invalidly earned). (See 3.0 Use of Member Card).

1.15. Only one VIP card per member. This card is NOT transferable. Only UniCentre VIP cardholders can use the card to receive Discounts or earn Rebate Points and receive Other Specified Benefits of the card. Items purchased are to be for personal use by the person whose name appears on the VIP card.

1.16. UniCentre decides whether the cardholder is eligible to use the card to receive Discounts, Rebate Points or Other Specified Benefits. UniCentre’s decision is final.

1.17. Rebate Points cannot be combined with points earned on another eligible card whether such account is in your name or in someone else’s name.

1.18. It will not be possible to earn or redeem Rebate Points, receive Discounts or Other Specified Benefits after the expiry date for the VIP cardholder unless the cardholder has re-activated their VIP card by paying the renewal fee.
1.19. If the VIP Renewal Fee is paid within 90 days after the date of expiry of the previous VIP card, any Rebate Points accrued in the cardholders account will be released and therefore available to earn or redeem. Any Rebate Points not re-activated by this date will be deleted from the cardholders account and any unused remaining Rebate Points will not be available for use after that period.

1.20. In the event of a UniCentre VIP cardholder’s death, no other person will be entitled to that cardholder’s points.

1.21. UniCentre may discontinue VIP Rebate Points, Discounts and the Other Specified Benefits available to cardholders at any time at our discretion.

1.22. Should UniCentre discontinue VIP Rebate Points, Discounts or cardholder Other Specified Benefits, we will notify cardholders and advise them of the period during which they may redeem their points. UniCentre will provide at least 90 days from the date of notification that VIP Rebate Points, Discounts or cardholder Other Specified Benefits is discontinued to redeem Rebate Points, Discounts or cardholder Other Specified Benefits to make purchases as specified above. After UniCentre VIP Rebate Points, Discounts or cardholder Other Specified Benefits are discontinued, cardholders will no longer be able to earn points (See 3.23).

1.23. The Rewards Club Card Rebate Program is valid to cardholders through the life of the VIP card.

1.24. UniCentre may change the current way Membership operates and the current way that Rebate Points are earned or introduce new ways of earning Rebate Points. We may also change the Cash Discount from time to time.

1.25. UniCentre reserves the right to cancel a VIP Card should its owner be in breach of these terms and conditions. Members will be notified of any change of conditions/circumstances via email (See 1.6 and 1.7). Reason for which cardholder benefits may be suspended or cancelled are:

1.25.1. Cardholder is not entitled to Rebate Points (and we may correct cardholder Rebate Points record by deleting points invalidly allocated), or

1.25.2. Cardholder is not a financial member of UniCentre, or

1.25.3. UniCentre cancels the cardholder’s UniCentre VIP Card or terminates their VIP Card for any reason, or

1.25.4. UniCentre reasonably suspects that the cardholder is behaving or has behaved fraudulently, or

1.25.5. Cardholder breaches these terms and conditions. If the cardholder’s card has been reported lost or stolen, a lost or stolen status will be placed on the VIP Card. For security reasons, your Rebate Points will
be suspended until the lost or stolen status has been removed from the card.

2. Membership Definitions

2.1. UNICENTRE VIP MEMBERSHIP Valued at $79 (GST incl)
This membership category will entitle the member to:

2.1.1. 10% cash discount on all Books at UniShop. This does not apply
        newsagency and Post Office items.

2.1.2. 10% rebate points on everything else. Includes food, alcohol, stationary,
        confectionary.

2.1.3. VIP Early Purchase on event tickets where UniCentre is the promoter
        and controls the door. Rebate Points can be used to pay for these items
        but points are not earned on entertainment or event purchases.

2.1.4. 10% cash discount on food menu or FREE room hire at UOW
        Conference and Functions unit.

2.1.5. Kids’ Uni Annual Enrolment Fee waived. Rebate Points cannot be used
        to pay for payment of Kids’ Uni services and points are not earned on
        these payments.

2.1.6. UniCentre VIP Discounts or increased funding to Centre for Student
        Development [CSD] services including Training Workshops and Clubs
        and Societies. Rebate Points can be used to pay for these services but
        points are not earned on CSD payments.

2.1.7. The Rewards Club rebate program valued at $25. By presenting the
        UniCentre VIP Card at participating outlets, members will receive the
        relevant discounts and benefits as specified on the Rewards Club

2.1.8. All benefits of UniCentre Membership as detailed below.

2.2. UNICENTRE MEMBERSHIP Free
This membership category will entitle the member (including VIP and Life
Members) to:

2.2.1. The right to nominate for and vote in the UniCentre Board of Directors’
        Election

2.2.2. Eligibility to join a Club or Society

2.2.3. Eligibility to enter UniCentre Competitions according to the terms and
        conditions of each competition. Where entry is limited to students of the
University of Wollongong, non-student VIP members will be excluded from entry.

2.2.4. Free UniCentre Student Diary

2.2.5. Free use of all UniCentre online services including the What’s On Email Newsletter, UniClassifieds, etc

2.3. **UNICENTRE LIFE MEMBERSHIP**
This membership category is for UniCentre Life Members who have paid University Compulsory Service Charges or Voluntary Fees for a minimum of 6 years, and will entitle the member to:

2.3.1. Free VIP Membership after an initial $20.00 admin fee.

2.3.2. All the entitlements as listed above for UniCentre Members.

3. **Use of Member Card**

3.1. The VIP card is for the exclusive use of the person whose name and photo appear on the card. It is a breach of the terms and conditions to buy items on behalf of another person. Text purchases must relate to your current enrolment record and course of study. Discounts will only be extended to one copy of each text book.

3.2. All UniCentre VIP Cardholders may obtain the Rebate Points, Discount and Other Specified Benefits from UniCentre managed facilities, where applicable, upon presentation of their VIP Card. Member Rebate Points, Discount and Other Specified Benefits CANNOT be granted without presentation of a valid VIP Card. Cards must be presented at the time of purchase, application or entry. Possession of a VIP Card does not automatically admit members into events (such as when an event is already sold out, capacity volumes have been attained, or at UniCentre Management discretion)

3.3. VIP Members can visit [http://unicentre.uow.edu.au/member](http://unicentre.uow.edu.au/member) to change their temporarily allocated password to view their Rebate Points Account and to view and/or change their Member details. Members will be able to view their total points as well as their transaction record.

3.4. Any new points earned are added to the member’s Rebate Points account at UniCentre on a transaction basis to reflect the points earned on eligible transactions. Rebate Points can be used to make purchases as soon as they have been processed and have been added to the Rebate Points Account.

3.5. UniCentre is not responsible for network system failure or compromise beyond our control that may delay/delete/alter or prevent transaction discounts and Rebate Point records. Wherever possible, UniCentre will endeavour to notify members via communications as stated above or by other means.
3.6. Members must contact UniCentre within 30 days after their transaction if they have questions relating to their Rebate Points, (or UniCentre may be unable to make any changes to their Rebate Points record). UniCentre will investigate all queries and make the final decision if there is any dispute (backdating the adjustment if necessary) if Rebate Points have been incorrectly credited or debited for any reason. However, it is the responsibility of the cardholder to retain and send copies of the relevant sale receipts showing the transactions or other proof of purchase for which they believe they are entitled to additional points.

3.7. When the ability to swipe cards for verification is not possible, members’ may be required to present their VIP Card at entry/time of purchase/application for view to UniCentre staff or our agents and/or to record member details. However, in such circumstances, Rebate Points may not be accrued. Wherever possible, UniCentre will endeavour to notify members via communications as stated above or by other means.

3.8. During very busy periods (determined at UniCentre’s discretion and to ensure expediency in customer service) or during technical outages UniCentre may advise cardholders that they cannot receive the Discount or Other Specified Benefits or earn/redeem Rebate Points.

3.9. Rebate Points are calculated on the member-discounted price of each eligible product purchased by a member in Australian dollars including any GST payable. Whilst the intention is for this to equate to 5% of the RRP (Recommended Retail Price), some minor variations may occur due to rounding in the calculation.

3.10. Rebate Points are earned on the basis of 54 points per $1 spent on eligible products purchased by a member in Australian dollars including any GST payable. Thus, a purchase of $5.55 will earn the cardholder 300 points that, equates to $0.30.

3.11. Rebate Points, Discounts and Other Specified Benefits do not apply to online purchases from UniShop at this time.

3.12. Rebate Points cannot be earned on any transaction where Rebate Points are being/have been redeemed.

3.13. In the event of a member not presenting their VIP Card at the time of purchase/entry/application/booking, the UniCentre is not liable to any recourse on the part of that member. For instance, the UniCentre will not be responsible for:

3.13.1. The amount of the Rebate Points, Discount and Other Specified Benefits to be refunded

3.13.2. Recourse to any action in the event that the member is denied access to a venue/competition/event or Rebate Points, Discount and Other Specified Benefits
3.14. A member cannot use their card on behalf of another person or entity, nor give their card to another person or entity for that person or entity's use.

3.15. UniCentre VIP Members may also earn additional Rebate Points in connection with special promotions that may occur throughout the year. Any additional points earned during such promotions will be allocated to UniCentre VIP Member Cards and will operate as for all Rebate Points, as specified above.

3.16. During special member promotions you may use your points at the UniCentre managed service or facility specified in the terms and conditions of each sales promotion. If the promotion specifies an expiry date, Discounts, Rebate Points or Other Specified Benefits cannot be used after that time.

3.17. You cannot redeem Rebate Points for cash, cheques, money orders or other payment instruments.

3.18. You cannot cancel a Rebate Points payment. If you redeem your Rebate Points in a transaction, you cannot change or cancel that redeemed transaction nor can you exchange or return a Rebates Point payment to obtain a re-credit of the relevant Rebate Points.

3.19. VIP Cardholders can earn and redeem Rebate Points, receive the Discount and Other Specified Benefits on specified items ONLY. These have been detailed above or will be specified in relevant promotional advertising and trade promotion terms and conditions.

3.20. UniCentre Member Promotions offering special prices and deals may be offered to cardholders from time to time. Members will be able to view details of these online at http://unicentre.uow.edu.au/membership

3.21. Rebate Points can be used to pay for goods and services from all of these UniCentre services:

3.21.1. UniShop
3.21.2. UniBar
3.21.3. Fuel Silo
3.21.4. Sal Paradise
3.21.5. Keira Buffet
3.21.6. Centre for Student Development
3.21.7. Entertainment

3.22. UniCentre may change the current way Rebate Points are earned or introduce new ways of earning Rebate Points. We may also change the Cash Discount.
from time to time. UniCentre may also change the way UniCentre Membership is structured from time to time.

3.23. UniCentre can deduct Rebate Points from the VIP Card if the cardholder returns any goods or services purchased with the VIP Card, or the card is credited in connection with a disputed transaction. In such circumstances, UniCentre will adjust the member’s Rebate Points account total by deducting any points that were earned in connection with the original or disputed transaction or in the circumstances of a book return at UniShop, the cardholder will receive the amount paid in the initial purchase transaction less 5% of the Recommended Retail Price (RRP) which will then equate to the 5% Rebate Points earned during the initial transaction, in the form of a credit note.

3.24. UniCentre is responsible for ensuring that the Rebate Points, Discounts and Other Specified Benefits are made available to cardholders as set out in these terms and conditions. Unless required by law, neither UniCentre nor our agents are liable for the availability, quality or fitness for purpose of any goods or services redeemed using Rebate Points. Therefore, any complaints about goods or services should be taken up with the producer/manufacturer or original supplier of them to UniCentre or UniCentre itself. Neither UniCentre nor our agents are responsible if cardholders cannot use Rebate Points, claim a Discount or Other Specified Benefit for reasons beyond UniCentre’s or any of our agents’ control (including industrial disputes, insolvency, flood, war or civil disturbance, acts of terrorism, acts of God, aircraft unserviceability or unavailability, or the failure of UniCentre to honour its obligations under VIP Membership for any reason).

3.25. It will typically take approximately 15 minutes to process and activate VIP Cards once the card has been issued. Immediately after this process is complete, cardholders can earn Rebate Points, receive Discounts and Other Specified Benefits. In certain circumstances it may take longer or less time to process and activate VIP Cards.

3.26. Rebate Points are not property and do not have any monetary value except in respect of the value assigned to them by UniCentre. Rebate Points, Discounts and Other Specified Benefits may not be transferred, sold, bequeathed or inherited. Rebate Points can only be used personally by the cardholder to make purchases within UniCentre managed facilities accepting the card and are not convertible into cash. Rebate Points are just used to record your entitlement to make non-cash payments or to be used in combination with cash in order to make payments at UniCentre managed facilities on prescribed product or service purchases.

3.27. Cardholders are responsible for paying or reimbursing UniCentre for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges in connection with the receipt of Rebate Points, Discounts or Other Specified Benefits.

3.28. UniCentre may change the Membership Fee or other fees in connection with the UniCentre Membership program. In such instances, UniCentre will notify members in advance.
4. Lost, Stolen or Damaged Cards

4.1. Should a member’s card get lost, stolen or damaged, UniCentre will replace the card at the cost of $5.00 to the cardholder. Replacement Cards are available from the UniCentre VIP Zone (located outside the UniShop).

4.1.1. Cardholders should contact UniCentre via email: unicentre@uow.edu.au, phone: (02) 4221 8000 or visit the UniCentre Enquiries & Ticket Counter to report lost, stolen or damaged cards.

4.2. UniCentre is in no way responsible for any misuse of the Member Card in so far as unauthorised redemption of Rebate Points as the card is the sole responsibility of the cardholder until notification to UniCentre of a card being lost, stolen or damaged.

4.3. It is the member’s responsibility to take care of their card and ensure all relating information is kept up-to-date.

5. Member Information, Communication and Privacy

5.1. By choosing to be a Member of UniCentre, members agree to be bound by these terms and conditions. Enrolled onshore students of the University of Wollongong authorise the University of Wollongong to provide UniCentre with their contact details and student ID photograph. UniCentre must collect these details in accordance with legal requirements and may use these to provide members with benefits, services and communicate with Members as well as provide all Members with a UniCentre Membership Card. The storage and use of member details by UniCentre are governed by the University of Wollongong Privacy Policy (http://www.uow.edu.au/about/privacy), the Privacy and Personal Information Protection Act NSW 1998 (http://www.lawlink.nsw.gov.au/lawlink/privacynsw/l_l_pnsw.nsf/pages/PNSW_03_ppipact) and the Commonwealth Privacy Act 1988 (http://www.privacy.gov.au/act/privacyact/).

5.2. By choosing to be a Member of UniCentre and cardholder, members also authorise UniCentre, or any of our agents, to seek access to, collect and use information about them in connection with UniCentre Membership including but not limited to:

5.2.1. Personal details such as name, address, date of birth;

5.2.2. Transaction or event information resulting in Rebate Points being credited or debited;

5.2.3. The number of Rebate Points credited or debited;

5.2.4. The number of Rebate Points you earn;

5.2.5. Discount and specified benefit use; and

5.2.6. Things you tell us about UniCentre Membership.
5.2.7. We agree not to use or disclose that information except in connection with:

5.2.7.1. Administering UniCentre Membership, or

5.2.7.2. As required by law, or

5.2.7.3. Providing services, Discounts or Other Specified Benefits relating to UniCentre Membership, or

5.2.7.4. The purposes of planning, researching marketing, and promoting (whether targeted, direct or indirect), product and service development as the UniCentre continues to create services, spaces, and activities that enhance the University experience

5.2.7.5. Providing the UniCentre Annual Report

5.2.7.6. Undertaking the actions specified in 5.2.7.1 through to 5.2.7.5 via email and/or SMS. Members may opt out of these communications paths at any time.

5.2.8. Member personal information will NOT be disclosed to any third party, and will not be used by parties other than the staff of UniCentre or their assigned agents, without the express permission of the cardholder.

5.2.9. Members may access the personal information that they have provided to UniCentre by contacting UniCentre via email: unicentre@uow.edu.au or phone: (02) 4221 8000.

5.2.10. Should the UniCentre already have access to member information, it was retrieved from the University of Wollongong with the student’s authorisation upon enrolment and within the terms of the University of Wollongong Privacy Policy (See 5.1).

5.2.11. Members are encouraged to offer feedback at anytime via email: unicentre@uow.edu.au

6. Disclaimer

6.1. As defined by the Trade Practices Act 1974, these terms and conditions will include implied terms and conditions. Nothing in these terms and conditions should be interpreted as modifying any term or condition that is implied by the Trade Practices Act. Except for the terms and conditions which are implied by the Trade Practices Act, UniCentre:

6.1.1. Makes no express or implied warranty or representation in connection with the Rebate Points, Discounts or Other Specified Benefits (including with respect to type, quality, standard or fitness for any purpose);
6.1.2. Is not liable to any member for any loss suffered (including consequential loss) arising in connection with Rebate Points, Discounts or Other Specified Benefits (including a failure to provide a Rebate Point, Discount or other specified benefit, its loss, theft or destruction);

6.1.3. Is not liable to any member for any loss suffered (including consequential loss) in connection with UniCentre negligence or our breaching a term, warranty or condition in relation to UniCentre Membership. Where UniCentre is liable for a breach of these terms and conditions, then our liability will exclude any indirect or consequential loss a member may suffer. Our liability is limited to:

6.1.3.1. Where the Discount or Other Specified Benefits constitutes goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods or provision of equivalent goods; or

6.1.3.2. Where the Discount or Other Specified Benefit constitutes a service, supplying the service again or payment of the cost of having the service supplied again or provision of an equivalent service.

6.1.4. UniCentre’s failure to enforce a term of these terms and conditions does not mean we waive that term.

7. Changes to these terms and conditions and UniCentre Membership

7.1. UniCentre may change these terms and conditions at any time. Members agree that they are bound by any change when they first use the Member Card or use after we notify members of the change.

7.2. Changes may include a change to:

7.2.1. The way Rebate Points are earned

7.2.2. The way Rebate Points are redeemed

7.2.3. The number of Rebate Points received when using the Member Card

7.2.4. The amount of Discount allocated to UniCentre purchases

7.2.5. The way Rebate Points, Discounts or Other Specified Benefits are received or delivered

7.2.6. The specified benefits

7.2.7. Those facilities that are managed by UniCentre

7.2.8. The Rebate Points earning rate of particular UniCentre managed facilities
7.2.9. The Discount rate at particular UniCentre managed facilities

7.2.10. The Other Specified Benefits provided by particular UniCentre managed facilities

7.2.11. Anything UniCentre deems to be in the benefit of UniCentre and UniCentre Membership

7.3. Any of these changes may be made even if they affect Rebate Points a member has already received. UniCentre may transfer some or all of our rights and obligations under these terms and conditions to another person at anytime. Members’ agree that they consent to such transfer when they first use their Member Card or after we notify them of the transfer.

7.4. UniCentre may terminate UniCentre Membership at any time. We will notify members as soon as practicable of the termination and the time period in which members’ may redeem their Rebate Points (which will be at least 90 days from the date of notification that UniCentre Membership is discontinued). (See clause 1.21 and 3.23 above).

Definitions

Cardholder means the UniCentre member who has collected and paid either and/or a Life Member Card, VIP Card. A Member Card will be issued to all financial members and Life Members of UniCentre from January 2007. The card is proof of membership, and must be carried at all times. Its use is bound by these Terms and Conditions.

Financial Member means a member who has paid Membership Fees as per these terms and conditions such as VIP Members and those members who have qualified for Life Membership.

UniCentre means the Wollongong UniCentre Ltd, an incorporated organisation and entity of the University of Wollongong. ABN 28 915 832 337. ACN 081 114 089

UniCentre Membership means the UniCentre Membership program operated by us on these terms and conditions.

Member Card means a valid UniCentre-issued or branded card, which we notify you is part of UniCentre Membership and is how members will access the benefits of membership as described in these terms and conditions.

GST means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

We or us means UniCentre.

Them or they means the person in whose name a card is kept and who is responsible for all transactions on the card.
**Onshore enrolled students of University of Wollongong** means those students who are enrolled in a course of study with the University of Wollongong at a campus located within Australia or studying remotely from a location within Australia.

**Agents** means any individual or other party that is engaged by UniCentre in partnership or as a service provider to support the Membership program

**Notes**

a) Unless they are defined above, terms, which have a defined meaning in the conditions of use brochures, which govern the use, and operation of UniCentre's Membership Card, will have the same meaning in these terms and conditions.

b) The singular includes the plural and vice versa.

c) A reference to anything includes the whole and each part of it.

d) A reference to a document includes any variation or replacement of it.

e) The words “include”, “including”, “for example” or “such as” are used and should be interpreted as words of limitation, limiting the meaning of the words to which the example relates to that example or examples of a similar kind.