

**LANDMARK REWARDS
TERMS AND CONDITIONS 2011/2012**

General terms and conditions

1. In these terms and conditions, unless the context otherwise requires:
 - a. **Claims Form** means the redemption claim form used to claim rewards at the end of each year.
 - b. **Eligible Products** means those eligible products shown in a Landmark Rewards Product Points Catalogue which if purchased, allow a Participant to accumulate points.
 - c. **Final Points Statement** means the Points Statement as at 30th September 2011.
 - d. **Landmark Account** means the Participant's Landmark Trading Account and/or Cash Account.
 - e. **Landmark Rewards Catalogue** means the annual Rewards Catalogue outlining the reward products available for redemption.
 - f. **Participant** means the Landmark Rewards Customer.
 - g. **Program** means the Landmark Rewards Program.
 - h. **Program Period** means until 30 September 2011.
2. These terms and conditions replace all previous versions of Rewards Program terms and conditions and apply to all Participants. These terms and conditions may be varied at any time by Landmark. Landmark will provide Participants with at least 20 days' notice of any material changes to these terms and conditions.
3. Eligibility to participate in the Program requires:
 - a. a Participant to hold a current Landmark Account; and
 - b. completion of the Program application form and without prejudice to any other mode of proof, by signature on the Program application form a Participant accepts these terms and conditions as amended from time to time and agrees to be bound by them.

If participation in the Program is via Landmark affiliated members or franchises, a Participant's signature is deemed as consent to the provision of data to and from these parties.
4. Participants may exit the Program at any time by notifying the Landmark Rewards Administrator, Level 18, 380 La Trobe Street, Melbourne, Victoria 3000, by phoning 1800 888 642 or emailing landmark.rewards@landmark.com.au. Exiting Participants will be provided with a Final Points Statement and will be eligible to redeem their points balance until 5.00 pm AEST 31 March 2012. Points not so redeemed will be forfeited.
5. Landmark may provide to its contractors and agents, engaged for the purposes of administering the Program, certain personal information about a Participant and transaction details relating to a Participant's Landmark Account appropriate for the calculation of points and the administration and promotion of the Program. Information, including points credited or debited, purchases, the amount spent and the method of payment (but not, for the avoidance of doubt, the details of any bank, credit card or debit card account numbers used for payment) may be sought, collected, used or disclosed for one or more of the following purposes:
 - a. Administering the Program and the provision or performance of services relating to the Program;
 - b. Planning, research, and the promotion and marketing (whether targeted, direct or indirect) of goods, services or products of Landmark or any organisation associated with Landmark,

and each Participant authorises Landmark and any of its agents or contractors to collect and use that information or disclose it between themselves for the above purposes. If participation is terminated, the Participant acknowledges that Landmark may continue to use any data it has obtained while the Participant was participating.
6. Use of any personal information collected from Participants will otherwise be in accordance with Landmark's Privacy Policy (please visit www.landmark.com.au). Reasonable commercial precautions will be taken to ensure that data collected is accurate and stored securely, however Landmark will not be liable for any errors in a Participant's Landmark Account which result from the error or delay in accurately recording transaction records which result from any errors, omissions or disruptions of the systems used to record and manage that data.
7. Landmark reserves the right to forfeit, cancel or suspend points where any part of a Participant's Landmark Account remains unpaid for a period of 90 days or on Landmark Accounts which are otherwise suspended or in default.
8. Any reward products containing alcohol will only be supplied if: (a) the claiming Participant is 18 years old or over; (b) the alcohol will only be delivered to a person aged 18 years or over and the person must show ID confirming the same; and (c) the alcohol is supplied on the understanding that the order is placed through and supplied by Vaniworth Pty Ltd (NSW Liquor licence no. LIQP 770010113).

Earning Points

9. A Participant will earn the respective number of points that Landmark attributes to an Eligible Product. Landmark reserves the right to establish the final allocation or non-allocation of Landmark rewards points to Eligible Products.
10. The Eligible Products shown in the Landmark Rewards Product Points Catalogue for each State or Territory are applicable only within the State or Territory specified.
11. There are three membership levels in the Program. The entry level is "Standard". Participants may attain higher levels in subsequent Program Periods- "Prime" and "VIP"- by earning the required number of reward points in a Program Period. A Participant's membership level will therefore be determined by Landmark for each Program Period based on the points accumulated in the previous Program Period. The following sets out how the three membership levels are determined:

Standard	Prime	VIP
Eligibility in the next Program Period	Eligibility in the next Program Period	Eligibility in the next Program Period
At least 10,000 points in the previous Program Period	500,000 to 1,499,999 points in the previous Program Period	1,500,000 points in the previous Program Period

12. Participants accumulating less than 10,000 reward points during any Program Period may be omitted from the Program.
13. The Rewards Program will end at 5.00 pm AEST on 30 September 2011. Allocation of Rewards Points will cease on that date. Points accumulated before 30 September 2011 may be redeemed until 5.00pm AEST on 31 March 2012. All unclaimed Landmark Reward points as at 5.00pm AEST on 31 March 2012 will be forfeited.
14. Program points cannot be exchanged for cash and no cash payment will be made for unclaimed or forfeited points.

Claiming rewards

15. Products shown in the Landmark Rewards Catalogue may not be stocked or available at all outlets. Further information can be supplied upon request by a local Landmark store. Landmark reserves the right to restrict the redemption of items in a Landmark Rewards Catalogue if reasonably necessary to ensure the fair and orderly termination of the Rewards Program on 30 September 2011 and the redemption period on 31 March 2012.
16. All items represented in the Landmark Rewards Catalogue have been included in good faith and on the basis that the items described were available in reasonable quantities at the time of publication. Landmark cannot, however, guarantee availability nor be responsible if items are unavailable as a consequence of the failure of suppliers to deliver at all or on time or through any other circumstances beyond the control of Landmark. Landmark reserves the right to correct any errors in a Landmark Rewards Catalogue. Failure of suppliers to deliver in accordance with samples, descriptions or other unintentional errors may result in some items being unavailable. In this circumstance, an alternate item of equivalent quality and value will be supplied. Images used in the Landmark Rewards Catalogue are for illustrative purposes only and items supplied may differ from these images. Landmark accepts no liability for any representations made by third parties in any of the advertisements contained in a Landmark Rewards Catalogue.
17. Landmark reward points can only be redeemed for Eligible Products unless otherwise advised by the Landmark Rewards Administrator in writing.
18. Landmark rewards may be claimed using a Claim Form or online at <http://www.landmark.com.au/login>, by registered Participants. A Participant's claim for rewards will be accepted up to, but no later than, 5.00pm AEST on 31 March 2012. Landmark accepts no responsibility for incorrect or misplaced Claim Forms.
19. If a Participant returns any Eligible Product after purchase, the Participant is not entitled to redeem points from returned Eligible Products.
20. Any warranty related to a reward product is provided by the manufacturer (as applicable). Except for the statutory guarantees that apply to goods and services purchased by consumers (as defined in the *Competition and Consumer Act 2010*) as set out in Part 3-2, Division 1 of the Australian Consumer Law, Landmark disclaims and excludes all other warranties and representations in relation to goods or services supplied by Landmark to Participants. To the maximum extent permitted by section 64A of the Australian Consumer Law, if goods or services supplied by Landmark are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Landmark limits its liability, at its discretion, to the replacement of the goods or the supply of equivalent goods or to the cost of supplying the goods or services again.
21. Subject to clause 20, any liability that Landmark may have whether for negligence, breach of contract or otherwise is limited:
 - a. in the case of any claim relating to Landmark reward points, to crediting that number of points to a Participant;
 - b. in any other case to a maximum of \$0.002 for each Landmark reward point held by a Participant at the time the liability arose.
22. In the event of death of a Participant, any request by a beneficiary, spouse or immediate family wishing to claim or use points remaining in the account must be notified in writing to the Landmark Rewards Administrator, Level 18, 380 La Trobe Street, Melbourne, Victoria 3000 prior to 5.00pm AEST on 31 March 2012.

Delivery

23. Rewards will be delivered to the Landmark outlet nominated by the Participant on a Claim Form or when claiming using the website. Rewards cannot be delivered outside Australia, or outside the State in which the Participant has registered, or to persons other than the registered Participant.
24. For Participants using a Claims Form, Landmark will use every endeavour to arrange delivery of rewards prior to 24 December 2011, but Landmark cannot guarantee delivery prior to this date. Delivery of rewards prior to 24 December 2011 is subject to the *Landmark Rewards Pre-Christmas 2011 Delivery Guarantee Terms and Conditions* set out in the relevant Landmark Rewards Catalogue.
25. Landmark accepts no responsibility for discrepancies after rewards have been despatched. Any such claims will be investigated by the manufacturer (as applicable) after being directed in writing to the Landmark Rewards Administrator, Level 18, 380 La Trobe Street, Melbourne, Victoria 3000.

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