

“Hyperdome Customer Privilege Shopper Membership Club”
Membership Program Terms and Conditions

The Promoter

1. The promoter is John Clifford Longhurst and QIC Logan Hyperdome Pty Ltd (ACN 076 279 699) (“the **Promoter**”) as co-owners of the Hyperdome Shopping Centre located at Cnr Pacific Highway and Bryants Road, Loganholme in the State of Queensland, (“the **Centre**”).

General Terms & Conditions

2. By registering as a member of the Hyperdome Customer Privilege Shopper Club at the Centre (“the **Membership Program**”) you agree to be bound by these Terms and Conditions.
3. All promotional offers to members will only be offered in accordance with the terms and conditions for those promotional offers.
4. Promotional offers may change from day to day and it is the member’s sole responsibility to check whether a promotional offer is available in relation to a product. The Promoter in its sole discretion will determine what promotional offers are provided to members and makes no guarantee as to the availability of any promotional offers.
5. The Promoter, all associated companies, advisors and agencies and all those entities, personnel (“the **Promoter Entities**”), accept no liability whatsoever for any delays, disruptions, omissions, errors, loss, damage or injury whatsoever that may arise in any way from the member being part of the Membership Program.
6. The member indemnifies and keeps indemnified, the Promoter Entities against all claims, losses, damages, costs and expenses reasonably or lawfully made, suffered or incurred by the Promoter Entities arising out of the member being part of the Membership Program.
7. The member acknowledges and agrees that all decisions pertaining to the membership rest solely with the Promoter and its decision is final.
8. If the Membership Program 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, the Promoter reserves the right, in its absolute discretion:
 - a) to change or amend these Terms and Conditions;
 - b) to change or amend, withdraw or cancel any promotional offer to members;
 - c) to exclude a member from the Membership Program or cancel a membership without prior notice (including if the member fails to comply with these Terms and Conditions or supplies misleading information); and
 - d) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Membership Program as appropriate.
9. Members will be taken to have received notice of any changes to these Terms and Conditions if the Promoter notifies the member of the changes by any method including but not limited to the use of email and/or posting details of the changes on the Centre’s website.
10. Any member whose membership is cancelled under clause 8 will no longer have access to promotional offers or any other related benefits of the Membership Program.
11. To the extent permitted by law, the Promoter is not liable for any loss or damage suffered by members resulting from such withdrawals, cancellations variations or changes as set out in clauses 4, 8 or 9 arising from the Membership Program.
12. The Terms and Conditions of the Membership Program are governed by and will be construed in accordance with the laws of the State of Queensland irrespective of where the application for membership has been completed and submitted by the member. Any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions, unless otherwise agreed to by the Promoter, must be instituted and carried on only in the appropriate Court tribunal of Queensland.
13. Nothing in these Terms and Conditions affects any rights a member may have and which by law may not be excluded under any statute including, without limitation, the Trade Practices Act 1974 (Cth).

Privilege Card Terms and Conditions

14. By registering as a member of the Membership Program you will receive a Hyperdome Customer Privilege Shopper Club card (“**Privilege Card**”) and by its use you agree to the Membership Program Terms and Conditions.
15. The Privilege Card is not transferable and may not be used by any person other than the member.
16. The Privilege Card remains the property of the Promoter.

17. Members must show their Privilege Card to obtain promotional offers.
18. A member must notify the Promoter immediately of any change of address or of a lost or stolen Privilege Card.
19. A member may terminate their membership in the Membership Program at any time by providing written notification to the Promoter.

Privacy

20. The Promoter may collect personal information about members of the Membership Program.
21. Under the Privacy Act 1998 (Cth), the Promoter must tell you when it collects personal information about you and how it plans to use it.
22. If you choose to register as part of the Membership Program, you will be required to provide the Promoter with personal information about yourself such as your name, address, telephone number and email address.
23. The Promoter will collect and may use the personal information that you have provided to it for the following purposes:
 - a) carrying out activities associated with the Membership Program; and
 - b) carrying out marketing and promotional activities including, without limitation, sending newsletters or other publications and/or other marketing and promotional material to you about the Membership Program and competitions and promotional events (whether or not undertaken by or about the Promoter or any other person or organisation), ("**Purposes**").
24. The Promoter may disclose your personal information to other entities including:
 - a) agents and/or contractors which assist the Promoter from time to time in carrying out activities associated with the Purposes;
 - b) organisations which provide prizes or offers which are associated with the Membership Program; and
 - c) selected organisations which may use the personal information to inform you about other products, services or events.
25. By registering as a member of the Membership Program, you consent to the collection and use of your personal information in the manner outlined in these Terms and Conditions.
26. If you would prefer that the Promoter does not use your details in this manner and/or retain your details, please contact the Promoter on (07) 3801 9188.
27. You have a right to access most personal information which the Promoter holds about you. Please contact the Promoter on (07) 3801 9188 to ask for access to your information, or if you have a complaint concerning your information privacy. The Promoter may deny your request for access in some circumstances. If the Promoter does this, it will tell you why.
28. If you think that any information that the Promoter holds about you is inaccurate or if at any time your details change, please contact the Promoter on (07) 3801 9188 and the Promoter will take reasonable steps to ensure that it is corrected.
29. The Promoter will take reasonable steps to keep your personal information secure from misuse, loss or unauthorised use or disclosure.