



Acton Health Pharmacy – VIP Club Terms and Conditions

These are the Terms and Conditions of the Acton Health Pharmacy (The Pharmacy as noted in this document) VIP Club, as provided by Acton Health Pharmacy **ABN 90 651 705 434**

1. Participation and Membership

1.1. By signing this Application and/or by using the Healthy Savers Card, You acknowledge that You have read and understood these Terms and Conditions and You agree to be bound by these Terms and Conditions, as amended from time to time by The Pharmacy. Membership for VIP Club is currently free but The Pharmacy reserves the right to implement fees for new members from time to time.

1.2. On joining you will receive a virtual membership within our store database to accrue points to your VIP Club Account.

1.3. You will be assigned a membership number when you become a Member. This number will be used by The Pharmacy for identification purposes.

1.5. Your Membership may be refused by The Pharmacy in its sole discretion, acting reasonably.

1.6. Employees and immediate family members of employees are not eligible to join, use or redeem from the VIP Club.

1.7. Please refer to our Privacy Policy for information about the management, use and distribution of your Personal Information.

2. Earning VIP Club Points

2.1. As a Member:

a) You earn one VIP Club point for each \$1.00 spent on each eligible transaction within the Acton Health Pharmacy, 63 Murilla Street, Miles QLD and Acton Health Pharmacy Chinchilla, 58 Middle Street, Chinchilla, QLD.

b) You may also earn Bonus VIP Club Points as a result of promotions or incentives offered by The Pharmacy from time to time.

2.2. In order to earn VIP Club Points, You must:

a) quote your membership number prior to the completion of a transaction.

b) All purchases by You from The Pharmacy will earn You VIP Club Points with the exception of; (a) any prescription item; and (b) any other item that The Pharmacy may specify from time to time.

2.3. If you cannot provide evidence of VIP Club Membership (as the case may be), The Pharmacy is not obliged to issue VIP Club Points in relation to that transaction but may do so at its discretion.

2.4. VIP Club Points are not property and have no cash or monetary value and cannot be transferred or assigned to any other person.

2.5. The Pharmacy will deduct any VIP Club Points from your VIP Club Account that have been credited in error and any VIP Club Points that relate to an Eligible Transaction which has been cancelled, reversed, or relates to a refund given.

2.6. Bonus VIP Club Points will be updated on your VIP Club Account as per the Terms and Conditions of that promotion. The Pharmacy is not responsible for any time delay.

2.7. VIP Club Points are only recognised after they are successfully processed to your VIP Club Account.

2.8. VIP Club Points will be deducted if the VIP Club Points are deemed by The Pharmacy to be earned fraudulently or where a transaction is not an Eligible Transaction.



Acton Health Pharmacy – VIP Club Terms and Conditions

2.9. VIP Club Points can only be earned by a Member for their own personal shopping.

2.10. Once you accumulate 100 points, you will receive a \$5 gift voucher to spend within 12 months of issue date. You can redeem your voucher on any in store purchase with the exception of: (a) prescription items; and (b) account payments;

3. Errors in VIP Club Points Tally

3.1. The Pharmacy may send you VIP Club Points Tally. You should check your VIP Club Points tally carefully and if you think there may be an error you should contact The Pharmacy within 60 days of receipt of your VIP Club Points tally. The Pharmacy may require you to confirm in writing, with supporting sales receipts or other evidence, the details of any error you believe may have occurred. Any matter relating to the earning or allocation of VIP Club Points will be resolved at The Pharmacy and absolute discretion, acting reasonably.

4. VIP Club Changes

4.1. The Pharmacy reserves the right at all times to make any changes to the VIP Club Terms and Conditions, Membership Fees, rewards or Benefits offered at its sole discretion, including but not limited to changes to rules governing VIP Club Points tally, expiry of accrued VIP Club Points and changes to Benefits offered.

5. Termination and Transfer

5.1. The Pharmacy reserves the right to suspend or terminate your VIP Club membership and may cancel all or any VIP Club Points that have been issued to you, if The Pharmacy reasonably believes that:

a) You have breached these Terms and Conditions; or

b) a person has engaged or may engage in fraudulent conduct, or conduct is suspected to be fraudulent, in relation to your VIP Club Account or in a claim for allocation of VIP Club Points to You.

5.2. You may terminate your VIP Club membership at any time by contacting The Pharmacy. On receiving a notice of termination from you, your VIP Club Account will be recorded on The Pharmacy database as closed and you will cease to earn VIP Club Points or receive any other Benefits.

6. General Information

6.1. You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the VIP Club Program or any other transaction within The Pharmacy.

6.2. Any failure or delay by The Pharmacy in exercising its rights under these Terms and Conditions does not constitute a waiver of those rights by The Pharmacy.

6.3. The Pharmacy reserves the right to terminate the VIP Club at any time by giving you at least 30 days prior written notice. If The Pharmacy terminates the VIP Club and the balance of your VIP Club Account on the day of termination is less than the Minimum VIP Club Points, the accrued HVIP Club Points will be cancelled.



Acton Health Pharmacy – VIP Club Terms and Conditions

6.4. Except as provided by law, The Pharmacy does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:

- a) the breach of any of these Terms and Conditions or any term implied by law (including statute) by any person other than The Pharmacy;
- b) any reward or Benefit;
- c) any death or injury or consequential loss or damage arising from the supply of a reward;
- d) the loss, theft or destruction of The Pharmacy or any other Benefit; and
- e) any failure, delay or inability to provide a Benefit to you caused by circumstances beyond our control, including strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance.

6.5. You must advise The Pharmacy of any change of name, address, or other details as soon as the change occurs and supply The Pharmacy with written proof if required. Changes to address can be made by contacting The Pharmacy.

6.6. From time to time The Pharmacy may send you offers from partners or affiliates.

7. Definitions

In these Terms and Conditions:

"The Pharmacy" means, in this case, Acton Health Pharmacy.

"You" means the person who uses a VIP Club membership issued pursuant to this Application

"Benefits" means the facilities, services, products, discounts, offers, activities and events or arrangements offered or available to Members from time to time.

"Eligible Transaction" means any purchase from The Pharmacy for normal household consumption.

"VIP Club Account" means the account managed by The Pharmacy for members which details the number of VIP Club Points that have been allocated to you in accordance with these Terms and Conditions.

"VIP Club" means the VIP Club operated by The Pharmacy in which Members earn VIP Club Points and receive other benefits from time to time.

"VIP Club Points" means the points earned on Eligible Transactions by You in accordance with these Terms and Conditions.

"Member" means you as a member of the VIP Club.

"Membership Number" means a number issued by The Pharmacy to You. This number, needs to be quoted when You make a purchase in store.

"Membership Fees" means the fees The Pharmacy may apply for the VIP Club membership from time to time.

"Membership Form" means the form required to be completed by you to become a Member.

"Terms and Conditions" means these Terms and Conditions, as amended from time to time.

"You" or "your" is a reference to the Member in whose name the VIP Club Account is held.



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If you do not understand these Terms and Conditions or to contact Acton Health Pharmacy please see below:

Mail: PO BOX 659, Chinchilla 4413

Email: chinchilla@actonhealth.com.au
miles@actonhealth.com.au

Phone: 07 4627 1552
07 4662 7162