

# Ongoing Membership and Website Use Terms and Conditions

## 1. Legal Notice and Disclaimer

1.1 You must abide by any Terms & Conditions posted on the @work web site.

1.2 Your use of @work benefits is made at your own risk. We may, from time to time, change or add to this web site (including these terms of use) or the information, products and services without notice. We are not liable to you or anyone else if errors occur in the information on this web site or if that information is not up-to-date.

## 2. Disclaimer and Warnings

2.1 The @work web site will not be liable for any damages to or any viruses, which may affect your computer on account of your access to this web site.

2.2 We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this web site or linked web sites.

2.3 You may not use this web site to collect or harvest personal information including Internet addresses about My Rewards merchants

## 3. Terms & Conditions – Ongoing Membership Agreement

### 3.1 Definitions in this Agreement

3.1.1 `We`, `our` and `us` means Pegasus Group Australia Pty Ltd ABN 91 120 267 316 (Pegasus) / My Rewards International ACN 095 009 742 (MRI), the operators of the @work program.

3.1.2 `Card` means the mobile @work program membership card provided on behalf of the Pegasus client.

3.1.3 `Coupon` means the @work program membership coupon provided by Pegasus / MRI on behalf of our client via the membership booklet or internet site.

3.1.4 `Voucher` means the @work program pre-purchased cinema tickets/ store-cards/ box office tickets provided by Pegasus on behalf our client via the internet site.

3.1.5 `You` and `your` means the member that is the person with a current membership number.

3.1.6 `The Services` and `Benefits` means the @work program benefits provided by @work.

### **3.2. Acceptance**

3.2.1 Use of the services by you constitutes your agreement to the terms and conditions, which shall govern use of the card/coupon and the provision of the service.

3.2.2 The Card remains the property of @work and shall be returned to us promptly upon your request in accordance with this Agreement.

### **3.3 No Warranties**

3.3.1 There is no warranty that any information or service provided or referenced by this site is either merchantable or accurate, that such information or service will fulfil any of your particular purposes or needs, or that such information or service does not infringe on any third party rights.

3.3.2 While @work uses reasonable efforts to include accurate and up-to-date information on the @work site, @work makes no warranties or representations as to its accuracy.

3.3.3 @work may periodically add, change, or improve any of the information, products, services, programs and technology described on the @work site without notice.

3.3.4 @work assumes no liability or responsibility for any errors or omissions in the content of the @work site.

### **3.4 The Services**

3.4.1 The Card entitles you to use the @work program services and you agree that you will use the services only for your own benefit or for the benefit of your immediate family.

3.4.2 The merchant reserves the right to change, modify or cancel the offer without notice. \*To access up-to-the minute offer details refer to the web site shown on your member card. If you are unable to log on call the @work hotline on your membership card and select the customer service

option. All offers included in the book and website are valid as at 1 October 2013 but are subject to change or removal at any time.

3.4.3 @work reserves the right to change, modify or cancel voucher offers without notice. To ensure that all our members have equal and ongoing access to vouchers a fair usage policy applies to the purchase of voucher items. @work reserves the right to not accept orders that they believe fall outside the fair usage guidelines. Monthly and annual order maximums apply. To see the full Fair Usage guidelines please refer to [@work Fair Use Policy](#)

3.4.4 @work also reserves the right to offset bank credit card fees and to charge a one percent credit card fee for voucher purchases paid by credit card. A postage and handling fee will also apply to any voucher orders. @work also reserves the right to change pricing on products and handling fees and to modify or remove a product without notice.

3.4.5 All voucher purchases are subject to a fulfilment period displayed on the website while making purchases.

3.4.6 Members who elect to purchase vouchers do so on the unconditional understanding of the possible delivery timeframes, possible associated charges, fair usage policy and order maximums that apply.

### **3.5. Third Parties**

3.5.1 It is a condition of the membership that you consent to providing information about yourself to any outside party contracted by us to provide benefits to you. All outside parties have signed confidentiality agreements with us in relation to the provision of client information.

3.5.2 @work will not be liable for any mistake, failure or negligent action on the part of any external party contracted with us to provide benefits.

3.5.3 Members agree to enter into any arrangement with a supplier at their own risk.

3.5.4 Third party suppliers reserve the right to change, modify or cancel any offers without notice.

### **3.6. Termination**

3.6.1 You may terminate your membership at any time by giving written notice to us and returning the card.

3.6.2 We may terminate your membership at any time by giving written notice to you.

3.6.3 Termination will not affect obligations incurred before the termination.

### **3.7 Electronic Listings and Advertisements**

3.7.1 @work does not accept responsibility for the accuracy of any listing or advertisement published and disclaim all liability to advertisers, users and readers of any kind of loss or damage as a result of inaccuracy, error or omission. The only type of liability @work will execute is when the offer guarantee is adhered to (please see below).

3.7.2 The copyright in all listing or advertisements appearing in @work products shall be owned by the company.

3.7.3 The linked web sites on the site are provided for convenience only and may not remain current or be maintained. Links to linked websites should not be constructed as any endorsement, approval, recommendation, or preference by us of the owners or operators of those sites, or for any information, products or services referred to on those sites.

### **3.8 Trade Marks**

3.8.1 My Rewards is a registered trademark of MRI. The My Rewards trademark relates specifically to the My Rewards logo and the wording of the logo.

3.8.2 Other product and company names mentioned on this web site may be the trademarks of other people or entities.

### **3.9 Personal Information**

3.9.1 When transacting with you we may ask you for personal details such as your name, address and email address so that we can accurately identify who is using our services. For details on Privacy Policy please refer to [@work Privacy Policy](#)

### **3.10 Notice**

3.10.1 Any notice to be given in writing to us should be addressed to:

Pegasus Group Australia Pty Ltd, PO Box 182, Balaclava, VIC 3183.

3.10.2 Any notice to be given to you will be sent by prepaid post addressed to you at the last address notified by you to us.

### **3.11 @work Offer Guarantee**

In the unlikely event that a partner does not honour the offer as shown in this book and the member has met all the current conditions\* @work will refund the amount equivalent to the saving the member would have received up to a maximum of \$50. To receive your refund, simply send a copy of the itemised invoice and your membership details to the address below. A refund cheque will be forwarded to you or a credit transaction will be applied to the credit card you paid the account with.

\*See Terms and Conditions.

@work, PO Box 182, Balaclava, VIC 3183