

FULL TERMS AND CONDITIONS

Kaisercraft Loyalty Program Membership

1. In these Terms and Conditions:
 - “Card” means a Loyalty card issued pursuant to this Program;
 - “Loyalty Points” means the electronic credits applied to a Member’s Loyalty account by Kaisercraft Pty Ltd (hereinafter "Kaisercraft") which can be redeemed by the Member as payment for purchase with Kaisercraft in accordance with these Terms and Conditions;
 - “Member” means an individual who is an Australian resident whose application to take part in the Program is accepted and approved in writing by Kaisercraft;
 - “Membership” means membership in this Program.
 - “Program” means the Kaisercraft Loyalty Program operated pursuant to these Terms and Conditions by Kaisercraft;
 - “Kaisercraft” means Kaisercraft Pty Ltd ABN 78 097 249 100 of 2 Bayldon Court, Breakwater VIC, 3219 Australia.
 - “Website” means www.Kaisercraft.com.au or such other website as notified by Kaisercraft from time to time.
 - “Kaisercraft Customer Service” means the Kaisercraft Customer Service Centre, telephone 03 5240 2000 or email sales@kaisercraft.com.au, located at 2 Bayldon Court, Breakwater VIC 3219, Australia.
2. By joining or using the Program, each Member accepts and agrees to be bound by these Terms and Conditions and any variations made from time to time to these Terms and Conditions by Kaisercraft.
3. Kaisercraft may at its absolute discretion at any time and without notice or giving reasons for its decision amend any component of the Loyalty Program and its associated points. Kaisercraft is not liable to any Member for any injury, loss or damage in these circumstances.
4. Notwithstanding any other provision in these Terms and Conditions, Kaisercraft may terminate, suspend, deactivate and/or archive your membership if you have not transacted with or used your card for any 24 month period. Kaisercraft do not warrant that your Membership details will be kept and/or can be retrieved in the event that your Membership is terminated, suspended, deactivated and/or archived pursuant to this clause. However, you may be eligible to reapply for a new membership, subject to the Terms and Conditions of the Program at the applicable time.
5. Kaisercraft gives no warranty as to the continuing availability of the Program or the associated Loyalty Points. Kaisercraft may, in its absolute discretion, at any time cancel or suspend the Program in whole (or in part).

6. Membership in the Program is only open to individuals who reside in Australia and is subject to acceptance and approval of application by Kaisercraft. Memberships are only established on receipt, acceptance and approval of original application of the Member by Kaisercraft. Kaisercraft may refuse any application at its absolute discretion.
7. Employees of Kaisercraft and Kaisercraft Wholesale account holders may not join the Loyalty Program.
8. Each card shall remain the property of Kaisercraft. The card is not a credit or a payment card. The card may only be used in selected Kaisercraft Outlets. Any lost card may at the discretion of Kaisercraft be replaced. A Member must notify us immediately if their card is stolen or lost. Kaisercraft is not liable for any delay in replacing a card.
9. The Member is responsible for the safe keeping of their card, and Kaisercraft will not be liable for any unauthorized use of a card. The Member shall be responsible and liable for any use of the card by anyone other than that Member. The Member will be responsible to contact the Kaisercraft Customer Service if they discover any unauthorized activity.
10. The Member's card and Loyalty Points can only be used by the Member and are not transferable. The Member's card can only be used on presentation to Kaisercraft and must be accompanied with adequate personal identification as determined by Kaisercraft (at its sole discretion).
11. Kaisercraft shall determine the Membership entitlements at its sole discretion which may include (without limitation) communication from Kaisercraft, information in relation to the Program, the Loyalty Points Program, exclusive Loyalty Member competitions, regular email updates including catalogue previews and special promotional offers at Kaisercraft stores. Notwithstanding the forgoing, nothing shall prevent Kaisercraft (at its sole discretion) offering promotional offers to individuals who are not Members, changing the terms of the membership entitlements, adding membership entitlements, and removing any membership entitlements.
12. Loyalty Points – Where a Member purchased a product at the full retail price offered by Kaisercraft (excluding discounted products, promoted products, multi-buys, bonus buys, combo sales, and/or any other special offers), the Member will be credited 5% of the value of the product (excluding freight/shipping) to their account.
13. Kaisercraft reserves the right to exclude certain products and services from the Program. These products and services include but are not limited to charitable products, postage/freight, handling and gift cards.
14. Kaisercraft does not warrant in any way that any discounts or benefits for Members will be available at any particular time or times or in any particular place.
15. Membership is considered activated once the Member's profile has been fully completed in store.
16. The redemption and/or use of the Loyalty Points is subject to the following conditions:

- a. The Member must present his/her card for scanning at the point of purchase for each transaction to ensure Loyalty Points can be issued by Kaisercraft under the Program at a future date if applicable. If the card is not presented to us prior to the transaction being processed by us, then no Loyalty Points will be issued to the Member for that transaction (if applicable) under the Program. Kaisercraft will not automatically redeem the Loyalty Points in the Member's account towards any purchase without the Member's request to a Kaisercraft team member at the point of purchase.
 - b. Loyalty Points will be applied on the Member's account within three days following the eligible transaction in a Kaisercraft outlet, and can be used from the date of allocation (AEST) by us to the Member's account.
 - c. The Member can review their Loyalty Points balance at any time by simply by asking a Kaisercraft team member instore.
 - d. Loyalty Points are not redeemable for cash or exchanged for any other type of credits offered by Kaisercraft. Loyalty Points cannot be used to purchase gift cards.
 - e. The Kaisercraft returns policy will apply in relation to the return of products purchased using Loyalty Points.
 - f. Products can be purchased completely by just using Loyalty Points (if the Member has sufficient Loyalty Points balance in the Member's account), however should a Member want to return (in accordance with Kaisercraft Returns Policy) any product purchased wholly via the redemption of Loyalty Points, then the Member will simply have the Loyalty Points refunded into the Member's account. No cash will be refunded by Kaisercraft.
 - g. If a product is being returned after a purchase which was paid for by a combination of a cash and Loyalty Points, then the Member will receive the refund in the same combination and proportion. For example, a Member bought a products using \$25 cash and \$25 Loyalty Points. The refund would be issued as \$25 cash and \$25 Loyalty Points back onto their Loyalty Account.
17. The Member hereby irrevocably holds harmless Kaisercraft Pty Ltd, its related bodies corporate, employees, directors, suppliers and agencies from all claims, suits, demands, actions, proceedings which the Member has or in the future may have against Kaisercraft Pty Ltd, its related bodies corporate, employees, directors, suppliers and agencies, and shall indemnify and release Kaisercraft Pty Ltd, its related bodies corporate, employees, suppliers, directors, related companies and agencies from all and any claims for damages or otherwise in the terms of, and arising out of this Program to the full extent permitted by law or unless the liability arises due to the wilful default and/or negligence of Kaisercraft Pty Ltd. The term "related bodies corporate" has the meaning given to the term "related company" by the Corporations Act 2001 (Cth).

18. To the extent permitted by law, Kaisercraft will not be liable for any delays, disruptions, omissions or errors in the operation of the Program including technical or mechanical malfunctions, and will not be liable for any loss caused by any such delays, disruptions, omissions or errors.
19. To the extent permitted by law, Kaisercraft Pty Ltd, its related bodies corporate, employees, directors, suppliers and agencies is not liable for any loss or damage suffered by Members resulting from such withdrawals, cancellations, variations or change permitted under these Terms and Conditions.
20. Without in any way limiting the rights of Kaisercraft available in these Terms and Conditions and/or under law, if a Member is in breach of these Terms and Conditions and/or acted fraudulently, at any time, then Kaisercraft may cancel the Member's Membership with the Program and any Member whose Membership is cancelled may no longer access Member promotional offers, the Loyalty Points, or any other related benefits.
21. If any clause of these Terms, or any part of any clause, is or becomes illegal, invalid or unenforceable, then that part shall be severed and the remainder of the Terms shall continue in force. Terms importing the singular include the plural and vice versa. The words "include" and "including" and other cognate words and expressions are to be construed without limitation. References to persons and people include incorporated entities. These Terms are governed by the laws in force in Victoria, Australia and the parties submit to the jurisdiction of the courts of Victoria, Australia.
22. Privacy: Kaisercraft, and/or its agents on its behalf, collects the Member's personal information in order to operate the Program. If this information is not provided then the Member may not participate in the Program. By making an application, unless otherwise advised, the Member consents and authorises Kaisercraft and or any other third party (including without limitation a related body corporate, agents, contractors) to use this personal information for the purpose of conducting the Program. In addition this personal information and any other information that is obtained via the Program may be used by Kaisercraft, and related body corporates, for future marketing, promotional, research, product development and planning purposes in any form of media (including without limitation to communications made via 'electronic messages' as defined in the Unsolicited Electronic Messages Act 2007
23. For the avoidance of doubt, these terms and conditions supersede and replace any and all previous Terms & Conditions in connection with the Loyalty Program.