

MARKETPLACE VIP REWARDS PROGRAM TERMS & CONDITIONS

(as at 30 January 2019 - Authorised under NSW Permit LTPS/19/31327)

1. Entry to the MarketPlace VIP Rewards Program is allowed only by the agreement to these Terms and Conditions.
2. The Member agrees to receive promotional and marketing material that the MarketPlace VIP Rewards Program may forward via electronic or other means.
3. MarketPlace Raymond Terrace collects personal information on Members of the MarketPlace VIP Rewards Program. Any information collected may be shared with retailers participating in the Program.
4. All promotional offers to Members will only be offered in accordance with the Terms and Conditions for those promotional offers.
5. Members must present their MarketPlace VIP Rewards Card to receive any or all offers.
6. All information contained within the promotional material including prices, descriptions, quality, quantity and origin has been provided by individual retailers.
7. All reasonable care has been taken with all promotional material to ensure that the information is correct at the time of printing. However, no warranty is given as to the accuracy of that information. The information may change from time to time without notice from the retailer.
8. Individual stocks may be limited and are only available while stocks last with individual retailers.
9. Promotional offers may change from day to day and it is the Member's sole responsibility to check whether a promotional offer is available on a participating product. MarketPlace Raymond Terrace 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.
10. The Member hereby irrevocably holds harmless MarketPlace Raymond Terrace, employees, directories, suppliers and agencies from all claims, suits, demands, actions, proceedings which the Member has or in the future may have against MarketPlace Raymond Terrace.
11. To the extent permitted by law, MarketPlace Raymond Terrace will not be liable for any delays, disruptions, omissions or errors in the MarketPlace VIP Rewards Program including technical or mechanical malfunctions, and will not be liable for any loss caused by any such delays, disruptions, omissions or errors.
12. The Member acknowledges and agrees that all decisions pertaining to the MarketPlace VIP Rewards Program rest solely with MarketPlace Raymond Terrace and its decision is final.
13. Without in any way limiting the operation of and in accordance with Clause 11, MarketPlace Raymond Terrace in its sole discretion can at all times change or amend these Terms and Conditions, change or amend, withdraw or cancel any promotional offer to Members, exclude a Member from or cancel a membership without prior notice.
14. MarketPlace Raymond Terrace gives no warranty as to the continuing availability of the MarketPlace VIP Rewards Program and may in its absolute discretion, at any time cancel the program in whole or in part upon reasonable notice. This includes the right of individual retailers to cease to participate in the Program at any time.
15. Without limiting Clauses 12 and 13 in any way, Members will be taken to have received notice of any changes to these Terms and Conditions if MarketPlace Raymond Terrace notifies the Member of the changes by any method including but not limited to the use of email and or posting details of changes on the MarketPlace Raymond Terrace website.
16. Without limiting in any way the rights of MarketPlace Raymond Terrace as set out in Clause 13 and 14, if a Member is in breach of these Terms and Conditions, at any time then MarketPlace Raymond Terrace may cancel the Member's membership with the Program and any Member whose membership is cancelled may no longer access Member promotional offers or any other related benefits.
17. To the extent permitted by law, MarketPlace Raymond Terrace is not liable for any loss or damage suffered by Members resulting from such withdrawals, cancellations variations or changes as set out in Clause 11, 12 or 15 or arising from the Program.
18. The Terms and Conditions and Program membership are governed by and will be construed in accordance with the laws of the State of New South Wales irrespective of where the application for membership has been completed by the Member or submitted. 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 MarketPlace Raymond Terrace must be instituted and carried on only in the appropriate Court, tribunal of New South Wales.
19. 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 the Competition and Consumer Act 2010.
20. The MarketPlace VIP Rewards Membership Card remains the property of MarketPlace Raymond Terrace. MarketPlace means RTMP Pty Ltd, GK Property Management Pty Ltd and any associated entity.
21. Persons must be 16 years of age or older to become a member of the MarketPlace VIP Rewards Program.