

PRODUCT DISCLOSURE STATEMENT
FOR THE THIRSTY CAMEL CARD

Issued by LiquorSmart Pty Ltd (ABN 45 089 797 491) of 8/161 Ward Street, North Adelaide SA 5006 trading as Thirsty Camel

Effective Date 1st May 2012

This Product Disclosure Statement (PDS) is important. It describes the features, benefits, risks, terms and conditions, and fees and charges applying to use of the *Thirsty Camel Card*.

The PDS was prepared on 1st May 2012, but only takes effect from the date shown above.

The *Thirsty Camel Card* is operated by:

Worldsmart Technology Pty Ltd
ABN 64 094 659 542

Principle place of business: Level 2, 50 Greenhill Road, Wayville SA 5034
Registered Office: Level 1, 50 Greenhill Road, Wayville SA 5034

Please read the PDS carefully. It will help you to:

- Decide whether the *Thirsty Camel Card* will meet your needs; and
- Compare the *Thirsty Camel Card* to other loyalty services.

You may contact us:

- by calling **08 8361 7211**, during business hours; or
- by email: **info@thirstycamel.com.au**; or
- by writing: C/O The General Manager, Thirsty Camel, 8/161 Ward Street, North Adelaide SA 5006

This PDS is divided into:

Section A – A summary of the features, benefits and risks applying to use of the *Thirsty Camel Card*.

Section B – Fees and Charges applying to use of the *Thirsty Camel Card*.

Section C – Thirsty Camel Card general Terms and Conditions

Section A - Summary of Features, Benefits and Risks

Features:

The *Thirsty Camel Card* is a smartcard based loyalty system that allows you to earn *points* at any participating *Thirsty Camel Venue* in South Australia or Northern Territory.

The *Thirsty Camel Card* is not valid for use outside of South Australia or Northern Territory

Points are awarded every time you produce your card and purchase products and or services at a participating *Thirsty Camel Venue*.

Each *point* has a value of 1 cent;

Points accumulated throughout each month will remain active until the 1st day of the 12th month thereafter.

A participating *Thirsty Camel Venue* in South Australia or Northern Territory may offer bonus *points* for promotional purposes which enable you to earn more *points* just by using your card each time you shop;

Points are available for redemption, as soon as you meet any qualifying requirements;

The number of *points* earned and the current point balance is available each time you present your card.

You can continue to redeem *points* on your card from participating Thirsty Camel Venues in South Australia or Northern Territory, even if the Thirsty Camel Venue that issued the *points* has ceased to participate in the system

Benefits:

The *Thirsty Camel Card* gives you an instant, relevant reward. The system gives you the choice, you get to choose where you want to redeem your *points*. It is simple to use, just give the Thirsty Camel Venue your card at every transaction and you will earn *points*. Once your card is registered your *points* can then be used to purchase goods and services at any participating *Thirsty Camel Venue* in South Australia or Northern Territory, they can even be used as part payment for goods and services.

You don't have to wait for a statement or redemption voucher to redeem your *points*; they are available at your very next transaction with any participating Thirsty Camel Venue regardless of where you earned your *points*. There are no catalogues either, you redeem what you want when you want, its that easy.

The *Thirsty Camel Card* is a loyalty system designed to reward you, it is simple, relevant and gives you the choice.

Risks.

If you lose your card you risk losing your *points*. Lost cards can be locked thereby reducing your risk. Report all lost cards immediately, see Terms and Conditions below.

If you don't redeem your *points* within 12 months the *points* expire so it is important that you check your point balance and redeem your *points* regularly.

Section B - Fees and Charges

Some participating Thirsty Camel Venues may charge for a card

All participating Thirsty Camel Venues in South Australia or Northern Territory will charge for a replacement card if a card has been lost. Defective or faulty cards will be replaced at no cost.

There are no transactions or account keeping charges.

Any tax, liability, or duty arising from you participation in the *Thirsty Camel Card* is your responsibility.

Section C - Thirsty Camel Card General Terms and Conditions

These Terms and Conditions apply to the *Thirsty Camel Card* and shall come into force immediately upon you using the card. These Terms and Conditions may change from time to time and you can obtain a copy of the current Terms and Conditions from the *Thirsty Camel Card* operator by telephoning 08 8361 7211, during business hours or visiting the web site at www.thirstycamel.com.au

1 Meaning of Words

In this Product Disclosure Statement:

Card or **Smartcard** means a plastic card containing a microprocessor chip with encryption for data access and storage

Conditions or **Terms and Conditions** means the Terms and Conditions set out in this PDS

Point means a loyalty point issued or redeemed by any participating Thirsty Camel Venue in connection with the *Thirsty Camel Card*

Member means the person who completed the *Thirsty Camel Card* membership application form and any person who uses the Card

Thirsty Camel Venue means retailers in South Australia or Northern Territory who supply goods and services in respect of which loyalty *points* will be issued or redeemed under the *Thirsty Camel Card*

Terminal means an electronic terminal, which processes *Thirsty Camel Card* transactions.

We, Us, Our and **Ours** means LiquorSmart Pty Ltd (ABN 45 089 797 491) of 8/161 Ward Street, North Adelaide SA 5006 trading as Thirsty Camel;

Thirsty Camel Card means a Smartcard based loyalty program operated by Worldsmart or its authorised representatives, and means those arrangements by which a Member is issued *Points* by purchasing goods and services from participating Thirsty Camel Venues using their Card and is able to redeem *Points* in accordance with these Terms and Conditions;

You means the Member.

2 Membership

- 2.1 Any person may apply to become a Member by completing an application form at any Participating Thirsty Camel Venue. Some Thirsty Camel Venues may impose additional terms and conditions, or restrict membership to adults or restrict the number of Cards a Member may have with that Thirsty Camel Venue.
- 2.2 On completion of a membership application form, you will be issued with a Card. Your Card contains a record of your loyalty *points*. Your Card may be provided immediately, collected by arrangement, or sent to you by post.
- 2.3 Membership of the *Thirsty Camel Card* is free. However, some participating Thirsty Camel Venues may charge you for a Card or provide some value added offer to encourage participation in the system. You may use your Card immediately upon receipt.
- 2.4 Your Card can be used at any Participating Thirsty Camel Venue in South Australia or Northern Territory
- 2.5 You can check the number of loyalty *points* on your Card at any Terminal.

3 How to earn loyalty points

- 3.1 A participating Thirsty Camel Venue will credit *points* to your Card for purchases. *Points* may also be credited to your Card for promotional and incentive programs offered by Participating Thirsty Camel Venues from time to time. The *Thirsty Camel Card* and/or the Thirsty Camel Venue will determine which goods or services qualify and the number of *points* that will be credited to your Card for such purchases.
- 3.2 In order to obtain loyalty *points*, you must notify the Thirsty Camel Venue prior to the purchase transaction that it is a *Thirsty Camel Card* purchase by presenting your Card at the point of sale.
- 3.3 From time to time there may be promotions that give you the opportunity to earn more loyalty *points*. You earn loyalty *points* regardless of how you pay.

4 How to use loyalty points

- 4.1 Once your card is registered and you have accumulated sufficient loyalty *points* on your Card you may request to redeem those *points*. Redemption of *points* can occur at any Participating Thirsty Camel Venue in South Australia or Northern Territory, regardless of where the *points* were issued.

- 4.2 The *Thirsty Camel Card* and/or the Thirsty Camel Venue may set a minimum redeemable value and this may vary for different goods or services. Thirsty Camel Venues in South Australia or Northern Territory will redeem *points* for goods purchased or as part payment for goods or services if you so request on production of your Card.
- 4.3 The number of *points* redeemed at your request will be deducted from the point balance on your Card, with the oldest *points* being deducted first.
- 4.4 You will not be able to have *points* issued or redeemed by a Participating Thirsty Camel Venue in South Australia or Northern Territory after that Thirsty Camel Venue has ceased to be a participant in the *Thirsty Camel Card*. However, you will be able to redeem *points* that previous Thirsty Camel Venues in South Australia or Northern Territory have issued, at current participating Thirsty Camel Venues, even though the issuing Thirsty Camel Venue is no longer participating in the *Thirsty Camel Card*.
- 4.5 Thirsty Camel is not liable for your failure to notify a Participating Thirsty Camel Venue that the purchase is a *Thirsty Camel Card* transaction.
- 4.6 *Points* will be credited to your Card immediately. Once your card is registered *Points* may be redeemed at any Participating Thirsty Camel Venue in South Australia or Northern Territory. *Points* can be earned and redeemed in the same transaction.
- 4.7 The maximum number of *points* that may be stored on your Card at any one time is 200,000. Accordingly you should ensure that you redeem any *points* that you may have earned, before that number is reached. In the event that your Card exceeds 200,000 *points* any additional *points* will not be valid and will not be credited to the Card and cannot be redeemed.
- 4.8 Thirsty Camel is not liable if a Participating Thirsty Camel Venue fails to accept a Card, or if a Thirsty Camel Terminal is unavailable for use or cannot be used.
- 4.9 Any tax, liability, or duty arising from your participation in the *Thirsty Camel Card* is your responsibility.

5 Deductions of points

- 5.1 In addition to deductions for redemptions, the *Thirsty Camel Card* will deduct from the *points* balance, any *points* credited in error and any *points* relating to a transaction which is cancelled or reversed or where a refund is given.
- 5.2 In the event of there being insufficient loyalty *points* on your Card, the Participating Thirsty Camel Venue in South Australia or Northern Territory may require payment for any loyalty *points* issued at the time of the transaction for which the refund is being sought.
- 5.3 To obtain a refund, the cash register receipt evidencing the allocation of loyalty *points* and your Card must be produced. This requirement is in addition to any other proof of purchase required by the Participating Thirsty Camel Venue.
- 5.4 *Points* accumulated throughout each month will remain active until the 1st day of the 12th month thereafter
- 5.5 *Thirsty Camel Card* and the Thirsty Camel Venues reserve the right to make any changes at any time without prior notice and in their absolute discretion to:
- (a) the goods and services which are qualifying *Thirsty Camel Card* goods and services; and
 - (b) the number of *points* which you will receive as a result of acquiring such goods and services; and
 - (c) the number of *points* which are required, to redeem qualifying *Thirsty Camel Card* goods and services.

6 Lost, stolen, faulty or damaged Cards

- 6.1 If your Card is faulty or damaged when issued, or becomes damaged through no fault of your own, you can obtain another Card and request the loyalty *points* recorded on the faulty or damaged card be credited to the replacement Card. This can be done at any Thirsty Camel Venue in South Australia or Northern Territory. However, it may take some time to confirm the number of *points* on the faulty or damaged Card.
- 6.2 Thirsty Camel will not be responsible for any delay in replacing *points* on a faulty or damaged Card.
- 6.3 If a Card is lost or stolen it must be immediately reported, as lost or stolen to any Thirsty Camel Venue in South Australia or Northern Territory, who will “lock” the Card.

- 6.4 Thirsty Camel will take all reasonable steps to confirm the number of *points* recorded on the lost or stolen Card at the time that the Card is locked. This may take up to 24 hours from the time that you report your Card as lost or stolen.
- 6.5 *Points* recorded on a locked Card may be transferred to a replacement Card or may be redeemed. If your Card is subsequently found, the *points* recorded on the Card, which have not already been transferred or redeemed, may be transferred to the replacement Card, or alternatively, if your Card has not already been locked, you may continue to use your Card.
- 6.6 Thirsty Camel will not be responsible for any delay in replacing *points* on a lost or stolen Card or for any unauthorised use of a Card. Thirsty Camel Venues may charge for replacing lost or stolen Cards.

7 Personal information about you

- 7.1 Information concerning you, including information contained in the *Thirsty Camel Card* application form and information about transactions you perform using your card will be held in a database for the *Thirsty Camel Card*. The *Thirsty Camel Card* database may contain the following information about you:
- your name, address, e-mail address & telephone number(s); and
 - your date of birth; and
 - your transaction details associated with the issue and redemption of loyalty *points*; and
 - any loyalty *points* issued to you or redeemed by you.
- 7.2 The *Thirsty Camel Card* database will also be made available to and used by the *Thirsty Camel Card* operator, its employees and agents, participating marketing groups, Thirsty Camel Venues and suppliers for administration, marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
- 7.3 Each Member consents and agrees to:
- the provision of the information on the application form to *Thirsty Camel Card* and authorises *Thirsty Camel Card* to seek access to the information contained in it; and
 - the disclosure of information from each participating marketing group and Thirsty Camel Venue to *Thirsty Camel Card* and/or its agents for the purposes set out above and authorises *Thirsty Camel Card* owner, employees and its

agents, to seek access to information from each participating marketing group and Thirsty Camel Venue as set out above; and

- the disclosure of any information contained in the *Thirsty Camel Card* database by point system operator, employees or its agents to the participating, marketing groups and Thirsty Camel Venues for the purposes referred to above, and authorises each of *Thirsty Camel Card* owners, employees, its agents and the participating marketing groups and Thirsty Camel Venues to seek access to any information contained in the *Thirsty Camel Card* database.

8 Your Privacy

8.1 We understand the importance of protecting your privacy and we are committed to comply with the Privacy Act 1988, and to the National Privacy Principles.

8.2 If we obtain your personal information in accordance with any authority you give us, we handle your personal information in accordance with the privacy statement in our privacy brochure, entitled "Privacy Statement". You can obtain a copy of the brochure by calling 08 8361 7211. Our privacy policy is also available by visiting our website www.thirstycamel.com.au.

8.3 We use your personal information to:

- administer and manage the *Thirsty Camel Card*;
- respond to any query raised by you or any participant in the *Thirsty Camel Card*; and
- facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

8.4 We may disclose your personal information if it is necessary to do so in the following circumstances:

- to our external service providers that provide services for the purposes only of our business, on a confidential basis, for example organisations providing Card authorisation, clearing and settlement services and mailing houses;
- to anyone with whom you transact using your Card, to process your *Thirsty Camel Card* transaction;
- to Worldsmart or any other administrator or agent appointed to administer the *Thirsty Camel Card*;
- to administer your involvement in the *Thirsty Camel Card*;
- to resolve queries raised by you or any participant in the *Thirsty Camel Card*.

- 8.5 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:
- (a) disclosure is compelled or permitted by law; or
 - (b) there is a duty to the public to disclose; or
 - (c) our interests require disclosure; or
 - (d) disclosure is made with your express or implied consent.
- 8.6 We may disclose information about or provided by you to employees or outside contractors for the purpose of our businesses. Any outside contractor to whom we disclose information will have access to that information only for the purpose of our business and is prohibited from using that information for any other purpose whatsoever.
- 8.7 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Commonwealth) permits disclosure of such information.
- 8.8 You may request us:
- (a) for details of the personal information we hold about you; and
 - (b) to correct any of the personal information we hold about you.

We will deal with your request for access to information or correction of information within a reasonable time.

- 8.9 You authorise each participant in the *Thirsty Camel Card* to seek access to the personal information we hold about you if you request us to do so or if you consent (for example, to credit unused loyalty *points* to a replacement card) or where the law requires or permits us to do so.

9 Termination and restrictions on transfer of points

- 9.1 The *Thirsty Camel Card* reserves the right to suspend or terminate the *Thirsty Camel Card* at any time without prior notice. Confirmation of that termination will be sent to you by post. That confirmation will set out the reasons for termination and the location where loyalty *points*, if any, can be redeemed. *Thirsty Camel Card* will not be liable for the suspension or termination of the *Thirsty Camel Card* including (without limitation) for any loyalty *points* on your Card at the time of suspension or termination.

- 9.2 You may terminate your membership in the *Thirsty Camel Card* at any time by giving written notice to any Thirsty Camel Venue and returning your Card. You may redeem any *points* recorded on your Card at the time you return your Card provided that they have not expired.
- 9.3 The *Thirsty Camel Card* may terminate your participation in the *Thirsty Camel Card* without notice for any reason. Confirmation of that termination will be sent by post, to you. That confirmation will set out the reasons for termination and the location where points, if any, can be redeemed.
- 9.4 In the event of your membership being terminated, your details will be removed from the *Thirsty Camel Card* database. However, for audit purposes a record of your transactions will be maintained. In the case of your membership being cancelled by *Thirsty Camel Card* operator, the reasons for termination will also be maintained. This information will be retained for a period of three (3) years.
- 9.5 loyalty *points* cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions. Loyalty *points* have a value of one (1) cent in Australian currency, per point.

10 Warranties and liabilities

- 10.1 All conditions and warranties whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the *Thirsty Camel Card* are expressly excluded to the full extent permitted by law. Any liability *Thirsty Camel Card* may have to you under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to the value of the loyalty *points* issued at the time of the supply of the goods or services, at the option of *Thirsty Camel Card*.
- 10.2 Any liability that *Thirsty Camel Card* may have to you whether for negligence, breach of contract or otherwise is limited in any case to a maximum of one (1) cent in Australian currency for each point on your Card at the time the liability arose. Thirsty Camel Venues do not have any authority, express or implied, to make any representation, warranty or statement on behalf of *Thirsty Camel Card* and *Thirsty Camel Card* accepts no liability in respect of such representations, warranties or statements.

11 Notices

Where these Conditions require notification of any kind to be given, such notification shall be deemed to be given by *Thirsty Camel Card* to you, if it is sent to your postal or email address appearing in the *Thirsty Camel Card* database.

12 Errors, disputes and complaints

- 12.1 If you believe an error has been made, or an unauthorised transaction has occurred, or if you have a complaint, you should call the telephone number on the reverse of your Card or call us on 08 8361 7211 immediately. If we cannot resolve the error or complaint we will ask you to put your complaint in writing and send it to:

The General Manager
Thirsty Camel Pty Ltd
8/161 Ward Street
North Adelaide SA 5006

We will correct any error that is found to be ours as soon as possible.

- 12.2 If we do not immediately resolve your complaint to your satisfaction we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 12.3 We will respond to you about any complaint (normally within 21 days). If we need more time or details to complete our investigation, we will inform you in writing. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 12.4 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 12.5 We will inform you in writing of the outcome, unless we settle the dispute immediately to the satisfaction of you and us. If the dispute relates to a transaction, or otherwise is not resolved to your satisfaction, we will inform you of the reasons in writing and of any further action you can take to resolve the dispute.
- 12.6 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Office of Fair Trading. Telephone numbers are in the telephone directory.

13 Changes to this PDS

- 13.1 This PDS can be changed by us at any time if we change it in accordance with any applicable law.
- 13.2 Any changes will be published on our web site at www.thirstycamel.com.au we will notify you of any change that imposes or increases any fees that you may be asked to pay to participate or continue to participate in the *Thirsty Camel Card*. For all other changes, we may inform you of the change by advertising the change in the national or local media at our discretion.

14 More information

If you want more information about using the *Thirsty Camel Card*, call the telephone number on the reverse of the Card during business hours, or contact us on 08 8361 7211 or email info@thirstycamel.com.au