

# COAST FM LOYALTY CARD

## Membership Terms and Conditions

These terms and conditions govern your application for, membership, use and access to, the Coast FM Loyalty Card (the **Card**) provided by West Coast Radio Pty Ltd (ACN 009 090 671) (**we, our, or us**) and the offers, services and discounts provided through the Card (**Loyalty Program**). You agree to be bound by these Terms and Conditions and any other sets of terms and conditions, policies or similar, which may be applicable, including [www.coastlive.com.au](http://www.coastlive.com.au) Terms and Conditions, Privacy Policy and Competitions Policy any time you:

- apply to be a member of our Loyalty Program;
- use the Card; or
- accept any offer, service or discount provided through the Loyalty Program (the **Membership Benefits**).

We may modify, amend or replace these Membership Terms and Conditions at any time. In the event of any modifications to these Membership Terms and Conditions, we will email you at your nominated email address and a current copy of the Membership Terms and Conditions can be accessed online at [www.coastlive.com.au](http://www.coastlive.com.au) Terms and Conditions Page. Modifications and changes to the Terms and Conditions take effect at the time of posting.

### **Coast FM Loyalty Card**

The Coast FM Card is offered by West Coast Radio Pty Ltd to its listeners and members to provide information and updates relating to its radio station broadcast and Membership Benefits through discounts, promotions and special offers with its Promotion Partners. By becoming a member of the Loyalty Program, you agree to provide us with information reasonably requested by us and allow us to collect information relating to you and your use of our services. If you become a registered member of the Loyalty Program, you will have access to these Membership Benefits and will automatically be bound by these Membership Terms and Conditions.

By becoming a Member (and subject to the terms of any specific Coast FM Competitions) you will be entitled to participate in our Competitions, but not otherwise.

### **1. Application for Membership**

1.1 By completing and submitting the Membership Application Form to us, you:

- (a) agree that all information you submit to us is truthful and accurate;
- (b) acknowledge that:
  - (i) your membership will be granted at our sole discretion. We may refuse your application without reason;
  - (ii) you have referred to and understood these Membership Terms and Conditions prior to using the Card; and
  - (iii) the Card remains our property at all times and must be handed back to us upon our request;
- (c) acknowledge and agree that any of your personal information which is disclosed by you in completing the Membership Application Form, while accessing any of our services

(including but not limited to online through our Website) or through obtaining any Membership Benefit, may be retained by us for our records; and

(d) accept and agree to comply with these Membership Terms and Conditions.

1.2 If your application is successful, your Card will be sent to you within 2 weeks of receiving your completed Membership Application Form. Your Card will be valid from the date your membership is approved until terminated by Coast FM or yourself.

## **2. Use of Membership Card**

2.1 You agree and accept that you may only use the Card in strict accordance with these Membership Terms and Conditions. Where we become aware of, or reasonably suspect, that you are using the Card in a manner which breaches these Membership Terms and Conditions, we may terminate or suspend your membership rights immediately.

2.2 You acknowledge that your membership to the Loyalty Program and Card is for your personal use only. You must not share your Card or any of the services or Membership Benefits provided through the Membership Program with any third party unless we state otherwise. You must not transfer or assign your Membership or any Membership Benefit to any other person or entity.

## **3. Membership Services**

By becoming a member of our Membership Program, you will receive the following services (*Services*):

- (a) current and up-to-date information including newsletters in relation to Coast FM's radio program and website;
- (b) access to promotions such as discounts and special offers from our Promotion Partners (see below);
- (c) notifications on competitions which are run by Coast FM from time to time;

## **4. Membership Benefits**

4.1 From time to time, we may enter into agreements with third parties (*Promotion Partners*) to provide promotions or special offers to our members. These promotions and offers will be posted online on our Website and accessed at coastlive.com.au.

4.2 Please note that Membership Benefits and offers:

- (a) are not provided through us but offered by our Promotion Partners and governed by a separate set of terms and conditions – you should always ensure that you read and comply with any separate promotion agreement prior to obtaining or accepting any service, promotion, offer or Membership Benefit;
- (b) are provided 'AS IS' on a 'first-come first-serve' basis and may be restricted to a certain number of members or to certain members only (i.e. of a certain locality or age group etc); and
- (c) may be cancelled, amended or withdrawn by our Promotion Partners at any time without notice.

- 4.3 We will use reasonable commercial endeavours to ensure that details in relation to Membership Promotions and offers are accurate and correct at the time of posting on our Website; however promotions and offers made available through the Card may change from time to time. Where we become aware of any changes or modifications to a Membership Promotion, we will use reasonable commercial endeavours to notify you by publishing a notice of change of Membership Promotion on our Website and/or contacting you through email. Where a Membership Promotion has been discontinued, we have no obligation to provide a replacement or substitute promotion.
- 4.4 If you wish to accept any Service or Membership Benefit provided through any of our Promotion Partners, you must:
- (a) present your Membership Card to our Promotion Partner at the time of accepting the Promotion;
  - (b) fill in and complete any form or document required by us or our Promotion Partner accurately;
  - (c) use the Membership Benefit personally; and
  - (d) not transfer or assign your right to use the Membership Benefit to any third party.
- 4.5 Our Promotion Partners reserve the right to refuse to provide you with any Membership Benefit or service in the event that you do not present your Membership Card. Additionally, our Promotion Partners may request or require you to present additional forms of personal identification to verify your Membership with us. Where you fail to identify yourself as a Member of our Loyalty Program, you may be refused any service or Promotion by our Promotion Partner.
- 4.6 We are not liable for any products, services or offers provided by our Promotion Partners. Any errors, omissions or inaccuracies in advertising material or for any liability resulting directly or indirectly from a product or service provided by any Discount Partner is the sole responsibility of the Promotion Partner.
- 4.7 You accept and acknowledge that we:
- (a) expressly disclaim any warranties of any kind, whether express or implied, in relation to any service, promotion or offer provided by a Promotion Partner;
  - (b) will not be held liable for any damage, harm, loss or expenses suffered by your acceptance of a service, promotion or offer provided by the Promotion Partner.

## 5. **Fees**

The Card is currently offered by us free of charge; however we reserve the right to charge a Fee for Membership or any of the Services at any time at our sole discretion. We will notify you in writing prior to any Fee charges.

## 6. **Lost or Replacement Cards**

Please notify us immediately in the event of losing your Card. We may reissue you with a replacement card for the Replacement Fee (if applicable).

## **7. Coast FM Website**

- 7.1 Our Website may be accessed at [coastlive.com.au](http://coastlive.com.au) (**Website**). We make all reasonable endeavours to ensure that the information provided on our Website in relation to our Services and Membership Benefit are current and up-to-date, however we are not responsible for incorrect or incomplete information regarding any service or Membership Benefit. Please contact our Promotion Partners directly to confirm the validity, currency and condition of any Membership Benefit advertised on our Website.
- 7.2 Additionally, some of the Services provided by the Card may be accessed online. By logging onto our Website, using any of our online Services, contributing to, uploading information onto or accessing our Website, you agree that you will comply with our Website Terms and Conditions of Use.

## **8. Privacy Policy**

- 8.1 You acknowledge and accept that we may require or request information from you from time to time, through a questionnaire, survey or in some other form. Where we request information from you, this will generally be for the purposes of allowing us to get to know you better and allow us to improve our Services to you. Where we seek such information from you, you agree to provide us with information which is true and accurate to the best of your knowledge.
- 8.2 Any information you provide to us will be collected and used in accordance with our Privacy Policy. Our Privacy Policy may be accessed at [coastlive.com.au](http://coastlive.com.au).

## **9. Competitions Policy**

Where you wish to enter any Competition offered by us, the terms of such entry will be governed by our Competitions Policy that may be accessed at <http://www.coastlive.com.au> and any additional or specific terms relevant to that Competition. You will not be entitled to participate in our Competitions if you are not already a Member and CoastFM Loyalty Card holder.

## **10. Termination of Membership**

- 10.1 You may terminate your Membership with us at any time for any reason. Please contact us at [frontdesk@coastradio.com.au](mailto:frontdesk@coastradio.com.au) to cancel your Membership.
- 10.2 We reserve the right to withdraw, suspend or terminate your access to the Services or your membership or any part of the Services provided at any time without any notice to you.
- 10.3 Once your membership is cancelled, your access to the Services and Promotions will be terminated and you must return the Card to us upon our request.

## **11. Communications**

- 11.1 By providing your details to us and as a Member, you agree for us to contact you through email, SMS or at your postal address with information and updates relating to Coast FM, including Membership Promotions, our Website and special events.

11.2 To opt out of receiving communications from us through email, you may click the “Unsubscribe” link attached to our emails at any time. If you wish to opt out of any SMS or postal communications, please write to us at P.O Box 688, Mandurah WA 6210.

11.3 Any information which is essential to your membership (such as changes to our Membership Terms and Conditions or changes to your membership account etc) will be emailed to you. You do not have the option to opt out of these communications.

## **12. Liability and Indemnity**

12.1 To the full extent permitted by law, we are not liable to you for any:

- (a) errors, inaccuracies, failures or omissions in material provided to you; or
- (b) delays to, interruptions of or cessation of any of the Services provided to you through our Loyalty Program;

12.2 Sub-clause 11.1 above may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. In such circumstances and to the full extent permitted by law, our liability for any implied warranty or condition is limited, at our election, to the following:

- (a) supplying the Services or Membership Benefit again; or
- (b) payment of the cost of having the Services or Membership Benefit supplied again.

## **13. Contact Us**

Suggestions or comments relating to our Loyalty Program may be directed to [frontdesk@coastradio.com.au](mailto:frontdesk@coastradio.com.au)

## **14. General Matters**

14.1 These Membership Terms and Conditions are governed by the laws of Western Australia. The parties submit to the exclusive jurisdiction of the courts and tribunals of Western Australia.

14.2 If any part of these Membership Terms and Conditions are invalid, illegal or unenforceable:

- (a) in a particular jurisdiction, that particular item will be removed for that particular jurisdiction only and remain in force in any other relevant jurisdiction; and/or
  - (b) the invalid, illegal or unenforceable part is to be given effect to the greatest extent possible and the remainder of these Terms and Conditions will remain in full force.
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