

# VIP EXCLUSIVE CLUB

VIP Terms & Conditions

PICNIC *frutta* hobbs

**Please read below the Picnic, hobbs and fruitta VIP Terms & Conditions.**

This document sets out the Terms & Conditions of the Picnic, hobbs and fruitta VIP Club provided by Cherating Pty Ltd. These Terms & Conditions are intended to protect you and Cherating Pty Ltd. These Terms & Conditions will apply to you, as a VIP Club member from the time of signing-up of the Picnic, hobbs and fruitta VIP Club. Please read this document carefully before signing-up to the Picnic, hobbs and fruitta VIP Club.

If you do not understand these Terms & Conditions or if you have any queries please call your local Picnic, hobbs or fruitta store or email [enquiries@picnic.net.au](mailto:enquiries@picnic.net.au).

**Participation and Membership**

1.0 Participation in the Picnic, hobbs and fruitta VIP Card Program is open only to individuals. Participation is offered at the discretion of Picnic, hobbs and fruitta and Cherating Pty Ltd has the right to accept or reject any application to participate at its sole discretion.

1.1 It is free to become a VIP member and there is no minimum purchase required to join. There are, however, some loyalty based promotions that are based on purchase activity and history. There are also some rewards and offers that are only communicated online and available only to those VIP members who included a valid email address at the time of sign up.

1.2 You can become a VIP Club member by completing the VIP Sign Up form available at all Picnic, hobbs or fruitta stores, or signing up to the enewsletter at the respective brand website ([www.hobbshoes.com.au](http://www.hobbshoes.com.au), [www.picnicclothing.com.au](http://www.picnicclothing.com.au) or [www.fruitta.com](http://www.fruitta.com)).

1.3 The Picnic, hobbs and fruitta VIP Club offers and rewards are not transferable, redeemable for cash or credit, or valid on prior purchase or lay-bys, unless otherwise stated.

1.4 You are bound by these Terms & Conditions upon handing over your personal contact details to a Picnic, hobbs and fruitta sales team member at any Picnic, hobbs and fruitta store or by signing up online via enewsletter subscription. These Terms & Conditions are deemed to have been accepted and will be binding on a Member upon first accessing a reward or offer available under the Picnic, hobbs and fruitta VIP Club.

1.5 All Members signing up in store via the VIP Sign Up pad and with a purchase are assigned a membership number. This number will be used for identification purposes by Picnic, hobbs and fruitta and to track Loyalty based rewards.

1.6 Picnic, hobbs and fruitta VIP Cards are no longer produced as part of the program. All your details will be kept on our secure internal system. The old VIP Card will still work if you choose to use it. This card is not a debit, credit or charge Cards, is not transferable and remains the property of Cherating Pty Ltd.

1.7 Membership may be cancelled or refused to individuals by Picnic, hobbs and fruitta at its discretion, if Membership is deemed to be fraudulent or linked to a fraudulent Membership.

**Offers and Rewards**

2.0 The current offers and rewards of the Picnic, hobbs and fruitta VIP Club are outlined below. Picnic, hobbs and fruitta may change these offers and rewards, or elements of them from time to time. You may or may not receive notification of such changes, though they can be accessed at the respective brand website or by contacting Picnic, hobbs or fruitta.

2.1 Most rewards or offers will require you to prove receipt of the offer promotional material. You may be required to present promotional material (e.g. event invitation, copy of the VIP offer) to gain access to the promotion. This requirement will be communication on the offer promotional material.

2.2 VIP Loyalty Program. This reward program is only available to VIP members who have signed up to the VIP Club in store via completion of the VIP Sign up form, and who are actively purchasing at Picnic, hobbs or fruitta. A valid email address must be supplied at the time of sign up to receive rewards under this program.

The Picnic and hobbs Loyalty Program is a combined program. For every \$1,000 accumulated spend at any Picnic or hobbs store, you will receive a \$100 gift voucher. The \$1,000 spend can be achieved over multiple purchases over an extended period of time. There is no time limit on the spend milestones. The gift voucher can be used to purchase any item at any Picnic or hobbs store only (full price or discount stock) and there is no minimum spend required. The

vouchers will be emailed to valid recipients on a monthly basis. A valid email address must be supplied at time of sign up to receive this reward. VIP members must ensure that they state their full name at the time of purchase to ensure the sale is added to the Loyalty program tally.

The Fruitta Loyalty Program is run separately from Picnic/hobbs. For every \$1,500 accumulated spend at any fruitta store, you will receive a \$150 gift voucher. The \$1,500 spend can be achieved over multiple purchases over an extended period of time. There is no time limit on the spend milestones. The gift voucher can be used to purchase any item at Fruitta only (full price or discount stock) and there is no minimum spend required. The vouchers will be emailed to valid recipients on a monthly basis. A valid email address must be supplied at time of sign up to receive this reward. VIP members must ensure that they state their full name at the time of purchase to ensure the sale is added to the Loyalty program tally

2.3 Other VIP offers and rewards. From time to time, Picnic, hobbs and fruitta may run other offers and rewards, such as VIP Days, Shop and Style Events and Family/Friends offers. Details of these offers will vary depending on the specific promotion, and will be communicated via email and/or on the respective brand website.

### **Picnic, hobbs and fruitta VIP Club Changes**

3.0 Picnic, hobbs and fruitta reserves the right at all times to make any changes to the Picnic, hobbs and fruitta VIP Club Terms & Conditions, offers and rewards at its sole discretion and without notice, including but not limited to:

1. Changes to all rules
2. Changes to Rewards and Benefits offered.

### **Termination and Transfer**

Picnic, hobbs and fruitta reserves the right to suspend or terminate your participation in the Picnic, hobbs and fruitta VIP Club, if Picnic, hobbs and fruitta reasonably believes that you have, breached these Terms and Conditions.

4.0 You may terminate your participation in the Picnic, hobbs and fruitta VIP Club at any time by giving Picnic, hobbs and fruitta written notice. This can be done by writing to:

Picnic, hobbs and fruitta  
PO Box 1564,  
Subiaco, WA 6008

or email to [enquiries@picnic.net.au](mailto:enquiries@picnic.net.au).

Upon receiving notice of termination from you (the member), your Picnic, hobbs and fruitta VIP Club Account will be closed.

### **General Information**

5.0 Picnic, hobbs and fruitta in exercising its rights under these Terms and Conditions does not constitute a waiver of those rights by Picnic, hobbs and fruitta. Any waiver by Picnic, hobbs and fruitta must be in writing and signed by an authorized officer of Picnic, hobbs and fruitta

5.1 Picnic, hobbs and fruitta reserves the right to terminate the Picnic, hobbs and fruitta VIP Club at any time by giving you at least 14 days prior notice.

5.2 Picnic, hobbs and fruitta may give you notice:

1. By posting online at the respective brand website;
2. in writing; via mail or email

5.3 You must advise Picnic, hobbs and fruitta of any change of name, address, or other details as soon as the change occurs. Changes to address can be made via email to [enquiries@picnic.net.au](mailto:enquiries@picnic.net.au) or by calling your local store.

### **Picnic, hobbs and fruitta VIP Card Privacy Notice**

7.0 The following contains important privacy information for the Picnic, hobbs and fruitta VIP Club Member. This privacy notice is provided to you by Cherating Pty Ltd and contains important information regarding the collection, use, disclosure, security and access of your personal information.

## **Collection**

8.1 The information Picnic, hobbs and fruitta collect includes:

1. Contact Information provided by you to Picnic, hobbs and fruitta.
2. Transactional information when you shop using your Picnic, hobbs and fruitta VIP Card such as, but not limited to, the store(s) you shopped at, when you shopped, your purchases and method of payment.
3. Information that we may gain from other sources relevant to the Picnic, hobbs and fruitta VIP Club
4. Information you may provide from time to time when using the on the Picnic, hobbs and fruitta website or completing a promotional survey or form.

## **Use, Disclosure & Protection**

9.0 Your personal information will be protected in accordance with the Privacy Act. Picnic, hobbs and fruitta collects this information and may use this to keep you informed about special promotions, events, product launches and other special offers, loyalty programs, and discounts, relevant to the Picnic, hobbs and fruitta. Picnic, hobbs and fruitta will take all reasonable steps to ensure your personal information is protected from unauthorized access, misuse, modification and disclosure while stored by Cherating Pty Ltd. Picnic, hobbs and fruitta may also use your information for research, marketing and product and service development. Your personal information will not be disclosed to any third party unless this is expressly required and stated for purposes such as drawing a competition or giving you access to affiliate offers.

## **Access or Update Your Personal Information**

10.0 Picnic, hobbs and fruitta VIP Club Members may access their personal information by email to enquiries@picnic.net.au or in writing to:

Picnic, hobbs and fruitta  
PO BOX 1564  
Subiaco WA 6008

## **Special Notice – Termination of the Performance Card**

The original Picnic, hobbs and fruitta VIP card and program was terminated by Picnic, hobbs and fruitta Pty Ltd on March 3, 2011.

On termination of the old Program, Picnic, hobbs and fruitta Pty Ltd provided all original Picnic, hobbs and fruitta VIP Club members and all customers on the Picnic, hobbs and fruitta database with information about the launch of the new Picnic, hobbs and fruitta VIP Club in writing by way of traditional mail and/or email.

Members of the original system were automatically made eligible for the new VIP Club, giving immediate access to the new rewards and offers.

Picnic, hobbs and fruitta VIP Club Members and all customers on the Picnic, hobbs and fruitta database are accountable for advising Picnic, hobbs and fruitta of any change of name, address, email or other details as soon as the change occurs to ensure the correct information is held on file.

Picnic, hobbs and fruitta reserves the right to terminate the Picnic, hobbs and fruitta VIP Club at any time.