EONX - LIFE REWARDS PLATFORM TERMS AND CONDITIONS

Definitions

(a) "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act;
(b) "Business" means Retail Partners, retailers or businesses offering Services via the Program.
(c) "Consumer" is as defined by the ACL;
(d) "Gift Card" means the Gift Card provided by the Program Operator via the website or by mail on request from You.
(e) "GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;
(f) "Member" means the member, customer or consumer of Life Rewards and the Organisation who has been provided with access to use the Program.
(g) "Organisation" means BUPA HI Pty Ltd the party that is making available the Program to its Members.
(h) "Life Dollars" means funds earned by Eligible Members after redeeming offers and rewards through the Life Dollars section of the Life Rewards Platform.
(i) "Payment" means all moneys paid for the supply of the Program and Services in Australian Dollars.
(j) "Program" means the Life Rewards branded Loyalty, Rewards, eWallet and Payment Software Platform delivering Services to You.
(k) "Program Operator" or "EonX" means EonX Services Pty Ltd the operator of the Program.
(l) "Retail Partner" means the Business or retailer offering Services to You.
(m) "Retail Partner Terms and Conditions" means Retail Partner's terms and conditions including refunds and returns.
(n) "Services" means the products, discounts and other benefits available within the Program.
(o) "Site" means the Program website made available to You in accordance with these Site Terms.
(p) "Site Terms" means these Program Terms and Conditions.
(q) "You" or ''Your" means the Organisation or Member depending on the context used in these Site Terms.

EonX Site Terms and Conditions

(a) The Site is owned and operated by the Program Operator.
(b) Through this Site;
    (i) You can register as a Life Rewards member;
    (ii) You can subscribe for access to the Program; and
    (iii) You can access the Services, subject to being an eligible Member.

(c) These Site Terms apply to the use of the Program and the Site**,** including the purchase of the Services offered on this Site.
(d) Any party that is registered to use the Program and uses the Program whether as a Member or an Organisation, hereby agrees to be bound by these Site Terms.
(e) If You do not accept these Site Terms, please discontinue using this Site immediately. If You use the Site, You will be deemed to have accepted these Site Terms in their entirety.
(f) These Site Terms must be read in conjunction with any other applicable policies, terms and conditions governing the use of this Site as advised from time to time.
(g) The Program Operator reserves the right to amend these Site Terms at any time.
(h) Members' access and use of this Program is permitted by the Organisation, and the Organisation acknowledges and agrees that the Program Operator may remove access from any Member for misuse of the Program (i.e. use of the Program outside the scope of these Program Terms and Conditions).
(i) Program Operator may, change or add to this Program, any information or offers including products and services contained herein at any time.

Disclaimers and Liabilities

(a) You may not use this Program to collect or harvest personal information including Internet addresses about Businesses participating in the Program.

(b) Purchases of Services through this Program are intended for personal use only and are subject to Retail Partner Terms and Conditions.

Warranties

(a) Program Operator may periodically add, change, remove or improve any of the information, products, Services, Programs and technology described in the Program at the Program Operators' discretion.

(b) Program Operator assumes no liability or responsibility for any errors or omissions in the content of the Retail Providers Services offered through the Program.

(c) Program Operator uses commercially reasonable efforts to include accurate and up-to-date information on the Program.

Third Parties

(a) The third party Retail Partners provide the Services for the Program to You pursuant to their respective Retail Provider Terms and Conditions.

(b) In maintaining and operating this Program, the Program Operator relies upon information provided by third parties and will not be liable for any mistake, failure or negligent action on the part of any Retail Provider providing Services in the Program.

(c) Members acknowledge that Retail Partners providing Services in the Program, may from time to time modify or cancel any offers.

Termination and Suspension

(a) An agreement commences on the date that Site access is granted to You and shall continue until terminated in accordance with its terms.

(b) Program Operator may at its discretion, suspend or terminate access to the Program in the case of a breach of any Site Terms, without notice.
In the event that this Program is terminated, the Organisation shall give members 90 days' notice of termination, during which time members must use any funds or program rewards as they are non-transferable and must be used within the Program prior to its closure by the Organisation. In the event that your access to this Program is deactivated, you will not have access to the Program or funds from the date of deactivation.

Electronic Listings and Advertisements

The linked websites on this Program are provided for convenience only and may not remain current or be maintained. Links to third party websites should not be construed as any endorsement, approval, recommendation, or preference by Program Operator, of those third-party sites, and of any information, products or services referred to on those sites.

Trademarks

Other products and company names mentioned in this Program may be the trademarks of other third parties, people or entities. Nothing in these Site Terms transfers any right title or interest in any trademarks to the Organisation.

Personal Information

(a) When transacting with You, the Program Operator may ask You for Your name, email, mobile number, membership information, and any other relevant information required to accurately identify You.

(b) Program Operator will handle all personal information provided by You in accordance with the Privacy terms contained in this Agreement.

(c) All parties are bound to comply with all relevant company and consumer privacy laws and regulations, including the Australian Privacy Principles included in the Privacy Act 1988 (Commonwealth).

Delivery

Physical Visa Gift Cards will be provided with an activation mechanism which reduces the risk of the card being stolen and used.
You will also be provided with the opportunity to register postage for Gift Card orders sent through Australia Post to protect the item from being lost or stolen. On ordering, a Registered Post fee will be displayed during the time of checkout. If You select this feature, you may then use tracking (as available) from Australia Post to prevent potential misplacement or lost products.

For products purchased throughout the eStore please note that that standard delivery is 5 - 15 business days, subject to stock levels by the product distributor. Parcels will require a signature upon delivery. Deliveries cannot be made to a PO Box. Deliveries may not be made to gated communities. If you see that your item has been damaged in transit, or upon arrival please refuse delivery so that items may be returned to the product distributor immediately. If your item is faulty, please contact the Program Operator or Retail Provider directly for assistance. Please choose your purchases with care as you cannot return products due to change of mind. Items may be returned in circumstances where an item is damaged or faulty.

If a return is required, please ensure you notify the Retail Partner within 14 days of receipt of your item.
When you choose to pay by Direct Deposit, your items will be shipped once payment has been cleared, which can take up to 3 business days. We recommend that payment be made as soon as possible to avoid any delays in shipping. If payment is not received within 14 days, your order will be cancelled. Please remember to use your order number as your payment reference.
Program Operator will not be liable for any lost or stolen items.

Governance

This Program shall be governed by and construed in accordance with the laws of the State of Victoria, and the parties irrevocably submit to the jurisdiction of any Court of that State.

Payments, Refunds & Chargebacks

(a) You agree to pay for Services within the Program in Australian Dollars.
(b) Payment can be made by credit/debit card and Direct Deposit, or other payment options made available to You by Program Operator. Once payment has been cleared, we will distribute the Services you have purchased. Please note that any attributable eWallet Life Dollars, are non-transferable, and must be used within the Program prior to its closure by the Organisation. You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer and the Program Operator. If the issuer of your credit card refuses to authorise payment for products within our Program, we will not be liable for any delay or non-delivery of Services.
(c) Expiration of any Services including but not limited to gift cards and vouchers may vary depending on the requirements of the participating Retail Partner.
(d) All digital or physical vouchers sold via this Program are restricted by the terms and conditions of each individual Business, and should be found in the terms & conditions of the individual Business.
(e) All digital gift cards and vouchers (digital cash - barcode) are non-refundable, as they are to be treated as cash. Gift cards and vouchers are valid until the expiry date indicated and cannot be exchanged or replaced.
(f) Vouchers and Gift Cards are sold for the personal use of Members only. Vouchers or gift cards are not to be re-sold and cannot be re-distributed.
(g) Program Operator will only process card transactions that have been authorised by the applicable card issuer, and does not guarantee or assume any liability for transactions authorised and completed which may later be reversed or charged back. You are responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. Program Operator may add or remove one or more payment methods at any time.

(h) If a chargeback occurs, we will use commercially reasonable efforts to assist the Organisation and the Member to resolve the dispute, however once the chargeback is finalised, we will automatically debit the Organisations account for the chargeback amount in addition to a chargeback fee of $35.00, and provide the relevant information to the Organisation so they can resolve the dispute with their Member.

(i) Direct debit transaction may take up to 3 days for the payment to be processed.

Direct Debit Authority

a. Direct Debit Request (DDR) Terms

(i) By entering Your nominated bank account details to this Program, You agree to authorise Us to directly debit any associated payments due to Us, the Organisation or other payees, from Your nominated Australian dollar denominated bank account.

(ii) We will only arrange for funds to be debited from Your nominated bank account as authorised by You or upon Your request.

b. Changes to the Arrangement

We may vary this DDR at any time by giving You at least 7 days' notice. If You would like to make changes to the DDR, please contact Us directly. Please allow up to 7 days for the changes to take effect.

Changes You may request include:

- Deferring the debit; altering the timing of debits; stopping an individual debit; suspending the DDR; requesting an adhoc debit; or
- Cancelling the DDR completely. If You would like to stop an individual debit or cancel the DDR completely, contact Us at any time.

c. Your Obligations

(i) It is Your responsibility to ensure that:

- You have the authority and or that the nominated bank account is Yours;
- You have added the correct details of Your nominated bank account;
- Your nominated bank account can accept Direct Debits (If You are unsure, please check directly with Your financial institution);
- You advise Us if the nominated bank account is closed; and
- There are sufficient cleared funds in the nominated bank account on the date of each debit.

(ii) If there are insufficient cleared funds in Your nominated bank account to meet a debit payment:

- You may be charged a fee and or interest by Your Financial Institution;
- You may also incur fees or charges imposed or incurred by Us; and
- You must arrange for the debit payment to be made by another method or arrange for sufficient cleared funds to be in Your nominated bank account by an agreed time, so that We can process the debit payment.

(iii) You must check Your nominated bank account statement to verify that the amounts debited are correct.

d. Disputes

(i) If You believe that there has been an error in debiting Your nominated bank account, You should notify Us by email as soon as possible so that We can address Your query.

(ii) If We conclude as a result of our investigation that Your nominated bank account has been incorrectly debited, against your instruction, We will respond to Your query and request that Your bank or financial institution adjusts Your nominated bank account.

We will also notify You in writing of the amount by which Your nominated bank account has been adjusted.

(iii) If We conclude as a result of our investigation that Your nominated bank account has not been incorrectly debited, We will respond to Your query by providing You with reasons and any evidence for this finding.

(iv) Any queries You may have about an error made in debiting Your nominated bank account should be directed to Us in the first instance, so that We can attempt to resolve the matter between Us and You.

(v) If We cannot resolve the matter, You can still refer it to Your bank or financial institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.

e. Confidentiality

(i) We will keep the information of Your Direct Debit Request (including Your nominated bank account details) confidential. We will make reasonable efforts to keep any such information that We have about You secure and make reasonable efforts to inform our employees or agents who have access to information about You that they are not to make any unauthorised use, modification, reproduction or disclosure of that information.

(ii) We will only disclose information of Your Direct Debit Request: (a) to the extent specifically required by law; or (b) for the purposes of this Agreement or any written Agreement or written arrangement between You and Us (including disclosing information in connection with any query or claim)

Contact

For any notice to be given in writing, or to get in touch with us, please email support@eonx.com or contact EonX on 1300 134 418