

Terms and Conditions

RAC Members are provided with access to the Frequent Values app.

Frequent Values is owned and operated by Entertainment Publications of Australia Pty Ltd. By downloading the Frequent Values app on your mobile phone, RAC members must adhere to Entertainment Publications of Australia Pty Ltd's terms and conditions as followed.

RAC MemberBites Terms and Conditions

1. The term "RAC" refers to The Royal Automobile Club of W.A. (Incorporated), RACWA Holdings Pty Ltd and its subsidiaries.
2. The term "Member" means a member of RAC.
3. Each RAC Member will receive one (1) membership to the Frequent Values app. You cannot transfer your access to the Frequent Values app to any other person.
4. Your access to the Frequent Values app will cease if you are no longer an RAC Member.
5. RAC reserves the right to suspend or terminate the RAC MemberBites program with Entertainment Publications of Australia Pty Ltd at any time without prior notice.
6. By accessing the Frequent Values app and/or participating in the Frequent Values program, you acknowledge and agree that, to the maximum extent permitted by law, in no event shall RAC (or its officers, employees and agents) be liable to you or any person claiming through or on behalf of you, and you release RAC in relation to, any direct, indirect, special, or consequential losses or any loss of income or profits or any other loss or damages of any kind arising (whether in contract, tort (including negligence), statute or otherwise), out of, or in any way connected with your access to or use of the Frequent Values app or participation in the Frequent Values program.

Frequent Values Through the Entertainment Program Terms and Conditions

1. Program Overview

Frequent Values is a membership program which is operated by Entertainment Publications of Australia Pty. Ltd ABN 85 065 011 903 ("Entertainment Publications"). By enrolling and participating in the Program, you agree that you have read and understood these Terms and Conditions and are bound by them. You consent to Entertainment Publications collecting, using and disclosure of your personal information in accordance with the separate Entertainment Privacy Policy.

Frequent Values membership will be available to selected customers of must be a registered member or customer of an organisation that offers the Frequent Values rewards program. Frequent Values reserves the right to extend or shorten the period that the offer is available, withdraw the offer, or introduce additional qualifying criteria (which policyholders or other customers need to meet before the offer is made available to them), at its discretion and without notice.

Frequent Values is an exclusive member rewards program packed with great everyday savings. To access your Frequent Values offers, you must be a registered member or customer of an organisation that offers the Frequent Values rewards program. Frequent Values Memberships ('Memberships') are provided to active Frequent Values members.

Frequent Values as a loyalty program this an online only platform (through which members can access certain discounts and offers) available through a downloadable app on a compatible device. The discounts and offers may not reflect all discounts and offers available on other Entertainment products or publications. Frequent Values and Entertainment reserves the right to alter the offers and discounts available through Frequent Values at any time, without notice, including in situations outside of their control (such as when a particular merchant withdraws from providing a particular discount or offer).

The Frequent Values offer is limited to one membership per customer and membership. The membership can be shared on up to 2 devices in the same household however the discounts and offers are only redeemable on any one device at a given time, and certain discounts or offers cannot be redeemed more than once across all shared devices within a membership period.

The barter, trade, sale, purchase, publishing or transfer of Memberships or any of its Entertainment Offers, Merchant Redemption Codes, or Free Trials, by any person or entity, including but not limited to travel servicers, travel providers, and printers, third party websites, publishers, and distributors of the Digital Membership or any of its Vouchers, is strictly prohibited, unless expressly authorised by All costs quoted on are in Australian dollars and are inclusive of GST.

All Entertainment products, customised products, as well as the partners who provide offers on this Site, are subject to availability. Frequent Values and Entertainment take no responsibility for any products, services, or promotions that are discontinued, sold out or temporarily unavailable.

These Terms and Conditions are governed by and will be construed in accordance with the laws of Australia.

2. Defined Terms

Frequent Values: The membership program which is operated by Entertainment Publications and provides Offers to members.

Member, Members or Membership: A person who holds a current and active Entertainment membership through Frequent Values. Participating

Merchants: A partner merchant that participates in the Entertainment Program and honours the associated Offers.

Offer: Those features of the program that provide members with access to discounts on dining, travel, shopping and other categories. Offers may change from time to time without notice.

Other Offers: Other promotions and special Offers which may be offered to you from time to time.

3. Joining Frequent Values

Frequent Values is an exclusive program that gives selected customers of must be a registered member or customer of an organisation that offers the Frequent Values rewards programs and customers access to the Frequent Values program.

4. Participation in the Program

Frequent Values Offers can be accessed via the Entertainment App and redeemed at Participating Merchants. These Offers are not transferable, not redeemable for cash and are non-refundable. Membership can be revoked by Entertainment Publications at any time, in its sole discretion and without compensation, for any reason including but not limited to: abuse or breach of any of the Terms and Conditions of the Program, any actions deemed by Entertainment Publications to be contrary to Entertainment Publications, the Program or the interests of its Members or partners or in the case of fraud or misuse.

Neither Frequent Values nor Entertainment Publications assume any liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage, accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to the Program or by reason of the termination of or amendment

to the Program in whole or in part, the value or availability of Offers, or the addition or deletion of Offers, Participating Merchants or other features with or without notice.

Neither Frequent Values nor Entertainment Publications or its respective officers, agents, employees and related bodies corporate shall be responsible for any failure of the Frequent Values website or app for any problems or technical malfunction of a telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail, online or Internet entry, technical problems, traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any computer or property related to or resulting from participating in or downloading any material relating to the Program. Entertainment reserves the right, at its sole discretion, to cancel or suspend this Program should a virus, bug or any other cause beyond the reasonable control of Entertainment corrupt the security or proper administration of the Program.

Any attempt to deliberately damage any website or app or to undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Entertainment Publications reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

5. Membership Renewal

At the completion of the 12-month membership period, eligible Frequent Values Members will automatically receive a new membership period with all Offers reinstated. Members who are not eligible or active Frequent Values Members will not be able to access Offers.

6. Marketing, Promotions and Personal Information

By enrolling in the Program, Members will be automatically enrolled into and consent to, receiving marketing communications.

It is the responsibility of the member to set their own communication preferences by logging into their account and selecting what they wish to receive and not receive or by selecting to opt-out of receiving email communications by selecting unsubscribe on the email footers. Members are responsible for keeping the information in their account up to date including but not limited to their name, e-mail address, mobile phone number and date of birth.

7. Membership Offers

Offers are only available at Participating Merchants and vary between region. Offers are for personal use only, and cannot be assigned, traded or otherwise transferred in accordance with the Terms and Conditions of the Program. Any assignment or transfer

in violation of these rules will be void, and may, at the sole discretion of Entertainment Publications, result in the loss of Membership.

All promotions exclude Entertainment Merchant Waitstaff offers and Corporate Partner offers.

8. Competitions

Entertainment and Frequent Values may also from time to time make available to Member's promotions and competitions (collectively, "Competitions"). Where applicable, Members may enter Competitions by meeting the entry criteria specified on each Competition. We may publish names of winners of Competition prizes.

Each Competition will be subject to any individual terms and conditions specified on the Website. However, some of the standard terms and conditions are as follows:

Awards and prizes must be taken intact as offered and are not transferable, exchangeable or redeemable for cash;

If a person otherwise entitled to an award or prize is under the age 18, we reserve the right to instead give the award or prize to that person's parent or guardian;

If an award or prize is unavailable for any reason, we reserve the right to substitute an award or prize of equal or greater value;

Entertainment Publications' decision on all matters relating to a Competition will be final and not subject to challenge or review. Offers may not be redeemed in conjunction with any other promotional offers including, but not limited to, promotional discounted ticket offers. Neither Entertainment nor our officers, agents, employees and related bodies corporate make any representation or warranty as to the quality, suitability or merchantability of any goods or services offered or given as awards or prizes.

9. Privacy

We may disclose to third parties aggregate anonymous statistics regarding our customers, sales, traffic analyses and other information regarding or collected through our websites and printed forms. Other than in this anonymous form, we will not disclose your personal information without first obtaining your permission except as follows:

We may disclose personal information if required by law or legal process.

We may disclose your personal information provided voluntarily as part of the restaurant appraisal process to the restaurant you appraised, so that the restaurant can

provide you with information that it thinks you may be interested in about that restaurant.

Entertainment Publications may disclose personal information to an overseas recipient if you are informed and provide consent to the disclosure to the overseas recipient, either through agreement to Entertainments Terms and Conditions and to this Privacy Policy, or through direct notification at a later date; or if it is reasonable to assume that such a disclosure is required under the terms of your purchase; or the disclosure is required or authorised by an Australian court or tribunal or under Australian law. If we send personal information overseas, Entertainment will take reasonable and practicable steps to ensure that the overseas recipient handles such information in accordance with the Privacy Act.

10. Termination, Changes and Breach

Entertainment and Frequent Values may change these Terms and Conditions, any aspect of the Program including redemption procedures or any Offers in any respect, all without notice and even though changes may affect the value of Entertainment Memberships already purchased.

11. General

These Terms and Conditions constitute the entire agreement between you and Frequent Values regarding your participation in the Program, your entitlement to redeem Offers of the Program and supersede all previous versions. Except as expressly contained in these Terms and Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise. When you deal with Entertainment Publications or its respective officers, agents, employees and related bodies corporate over the Internet, you consent to the formation of contractual relations through electronic communications. Entertainment Publications has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the Program.

12. Changes to these Terms and Conditions

Frequent Values reserve the right to change, suspend or terminate these Terms and Conditions at any time. Where Entertainment Publications changes these Terms and Conditions, or any Offers under the Program, an updated copy of these Terms and Conditions will be available on the Entertainment website. Members should regularly check for updates to the Terms and Conditions.

13. Rules of Use for your Frequent Values Membership

How it works

Dining Out

When dining at a restaurant, the restaurant will deduct 20% off the total bill up to a maximum deduction of \$25.

Only one digital redemption may be used per table/party. Before your bill is totalled, present the Frequent Values Redemption Screen on your Smartphone to your server.

The offer may be used on a repeat basis. All restaurant offers are dine in only unless otherwise stated. One bill for the table - no separate bills.

Takeaway

To redeem, present the Frequent Values Redemption Screen on your Smartphone to a staff member at the point of purchase to obtain the relevant deduction.

Offers apply only to the items and terms specified. Offers may not be traded and are not transferable. They may be used on a repeat basis.

Exclusive Offers

Offers are exclusive and may not be used in conjunction with other programs. If in doubt, please check with the establishment or our customer service team by email support@frequentvalues.com.au.

The barter, trade, sale, purchase, or transfer for compensation of your Frequent Values Membership by any person or entity, including but not limited to travel services, travel providers and printers, publishers, and distributors of this product is strictly prohibited unless expressly authorised by Entertainment Publications of Australia Pty. Ltd. This product, and its Vouchers are intended for non-profit use by the individual purchaser of this product. Additionally, the use of this product or any of its Vouchers for advertising purposes, in any form or fashion is strictly prohibited. Any use of a Voucher in violation with the Rules will render the Voucher VOID and violators will be prosecuted. Vouchers may not be reproduced and are void where prohibited, taxed or restricted by law.

Entertainment Publications of Australia Pty. Ltd. and/or its parent and subsidiaries including any person or entity who engages Entertainment Publications of Australia Pty Ltd to supply Frequent Values Membership ("Partners") will not be responsible if any establishment breaches its contract or refuses to accept Vouchers; however, we will of course use reasonable efforts to secure compliance, but do not accept responsibility for any failure of an establishment to provide any goods and/or services. For the avoidance of doubt Partners does not include any merchants providing goods and/or services. Entertainment Publications of Australia Pty. Ltd. and/or its parent, subsidiaries or Partners will not be responsible in the event of Acts of God, fire, casualties, strike or other events beyond its control.

13.1. Frequent Values Entertainment Membership

Your Frequent Values Entertainment Membership needs to be activated on the Frequent Values app. Once activated, simply show your phone with the 'Redeem' screen to the relevant participating business. Your membership is not transferable.

13.2. Redeeming Offers

With the Frequent Values app, simply present the relevant digital app voucher for the participating business at the time you request your bill or make your purchase to redeem the offer. Carefully read the terms of each offer before using. Offers apply only to the items and terms specified.

13.3. Not valid with other third-party offers

Entertainment offers are exclusive and may not be combined with other third-party discount programs.

13.4. Dining Section Offers

It is not necessary to identify yourself as a Frequent Values or Entertainment Member when making your booking or arriving at the restaurant. Present your phone with the "Redeem" screen visible at the time you request your bill to redeem the offer. You may use each offer once at each restaurant listed in this section. The restaurant's offer will then appear as "Redeemed" after it has been used.

13.5. Valid anytime & Excluded Days

Entertainment's dining offers are valid at all times throughout the year, except for a few days known as Optional Days. These days include:

- All Official Australian Public Holidays
- All Official New Zealand Public Holidays
- Good Friday
- Valentines Day
- Mother's Day
- Father's Day

All other Entertainment Offers are Valid at all times.

13.6. Main course offers

The restaurant will deduct the price of the least expensive main course(s), up to the maximum value stated on the offer. Please note the following:

- If two main courses are not ordered, the least expensive item(s) ordered as a main course will be deducted.

- When more than two people are dining together, or if multiple Memberships are used, the least expensive main course(s) of the party is / are the one(s) deducted.
- When adults and children dine together and two or more adult-priced main courses are purchased, the least expensive adult main course is complimentary. If only one adult-priced main course is purchased, then the value of the child's meal is deducted.