TERMS AND CONDITIONS OF USU MEMBERSHIP AND PARTICIPATION IN USU REWARDS AND COMMUNITY REWARDS PROGRAMS

Please read the following Terms and Conditions carefully before completing your USU Membership, USU Rewards or Community Rewards Application Form. By applying for USU Membership, USU Rewards or Community Rewards, you agree to comply with these Terms and Conditions. If you do not understand the Terms and Conditions or have questions in relation to them, please contact:

USU Membership
Level 4, Holme Building
Science Road
University of Sydney, NSW, 2006
Phone: (02) 9563 6000
Email: usu.membership@usu.edu.au

GENERAL

1. These terms and conditions take effect on 1 January 2021.

2. The University of Sydney Union (‘USU’) is the major non-academic service provider at the University of Sydney (‘USYD’ or ‘the University’). In partnership with the University, the USU provides social, cultural and intellectual programs and services that enhance the campus experience.

3. These Terms and Conditions apply to USU Membership, USU Rewards and Community Rewards.

4. USU Membership is voluntary. Participation of the USU Rewards Program is voluntary. Participation of the Community Rewards Program is voluntary.

5. USU may, at its discretion, offer a variety of USU Rewards and Community Rewards options. These may be changed by USU from time to time.

6. These Terms and Conditions are effective as at the date of publication. USU reserves the right to amend the Terms and Conditions from time to time. USU shall use all reasonable endeavours to advise participants of any such changes but shall not be liable in any way for any failure to do so.

7. Each participant is responsible for remaining aware and complying with of the Terms and Conditions (as varied from time to time) available at www.usu.edu.au/termsandconditions.
8. USU has your permission to contact you with relevant information regarding your Membership and/or relevant benefits by email, telephone, SMS, social media and post.

9. To the extent that there is any inconsistency between these Terms and Conditions and the Constitution, the Constitution shall prevail.

DEFINITIONS

10. In these Terms and Conditions:

(a) **3 Year Product** means the period 1 January of the first year to 31 December of the third year;

(b) **4 Year Product** means the period 1 January of the first year to 31 December of the fourth year;

(c) **Annual Product** means the period 1 January to 31 December in any given year. For the avoidance of doubt, the Annual Product is not offered on the basis of a rolling annual period (e.g. from 1 May to 30 April);

(d) **Associate Membership** means Associate Membership of the USU pursuant to article 5.2.4 of the Constitution;

   Note: Associate Membership is only available to students enrolled in a course of study leading to the award of a degree or diploma from the University if the annual membership fee is greater than $1. Pursuant to clause 11 of the Terms and Conditions, the annual membership fee is less than $0.00 and thus Associate Membership is not available.

(e) **Board** refers to the Board of Directors of the USU, as constituted from time to time;

(f) **Community Rewards** means the program offered by USU that provides participants with a range of exclusive discounts, services and benefits but does not confer rights of USU Membership as provided for under the Constitution;

(g) **Constitution** means the Constitution of the University of Sydney Union, which is available on the USU website, www.usu.edu.au;

(h) **Early Bird Program** means a program that allows the pre-purchase of the USU Membership, USU Rewards and/or Community Rewards. The USU has the discretion to determine whether the Early Bird Program operates in any given year and the dates of the Early Bird Program;

(i) **Fellowship** means Fellowship of the USU pursuant to article 5.2.3 of the Constitution and includes a person who is the current or a former Patron of the USU pursuant to article 4.1 of the Constitution;
(j) **Life Membership** means Life Membership of the USU pursuant to article 5.2.2 of the *Constitution*;

(k) **Ordinary Membership** means Membership of the USU pursuant to article 5.2.1 of the *Constitution*;

(l) **Refund Application** means an application submitted to the USU by email that includes the person’s name, USU number and details as required in clauses 57 or 58;

(m) **Semester 1 Product** means the period 1 January to 30 June in any given year;

(n) **Semester 2 Product** means the period 1 July to 31 December in any given year;

(o) **USU** refers to the University of Sydney Union;

(p) **USU Membership** refers to Membership of the USU pursuant to article 5.2 of the *Constitution*. This includes Members (referred in the Terms and Conditions as Ordinary Members), Life Members, Fellows and, where applicable pursuant to article 5.2.4(a) of the *Constitution*, Associate Members.

(q) **USU Rewards** (formerly known as the USU Access Rewards Program) means the program offered by USU for persons who hold USU Membership and provides participants with a range of exclusive discounts, services and benefits that may be in addition to those offered as part of USU Membership;

(r) In calculating time, **the first year** is the designated first calendar year of use. Unless purchased in the Early Bird Program, the first year shall be the year of purchase. If purchased in the Early Bird Program, the first year shall be the calendar year after the year of purchase; and

   Example 1: A 3 Year Product was purchased in March 2021. The ‘first year’ shall be 2021 and the third year shall be 2023.

   Example 2: A 4 Year Product was purchased in November 2020 as part of the Early Bird Program. The ‘first year’ shall be 2021 and the fourth year shall be 2024.

(s) Words that are defined in the *Constitution* are given the same meaning in these Terms and Conditions unless expressly defined otherwise.

**MEMBERSHIP AND PARTICIPATION REGISTRATION**

11. From 2020, until the date the fees are amended by the Board:
(a) For students enrolled in a course of study leading to the award of a degree or diploma from USYD and persons appointed by the Senate to the Board:

(i) The fee for Ordinary Membership shall be $0.00, notwithstanding any agreements that may be put in place between USU and other University of Sydney bodies from time to time;

(ii) The fee for the Semester 1 Product or Semester 2 Product of USU Rewards shall be $25.00;

(iii) The fee for the Annual Product of USU Rewards shall be $45.00;

(iv) The fee for the 3 Year Product of USU Rewards shall be $120.00; and

(v) The fee for the 4 Year Product of USU Rewards shall be $150.00.

Note: This sub-clause includes persons who are in the class of Membership pursuant to articles 5.1(e) and (f) of the Constitution.

(b) For full-time and part-time staff of the USU:

(i) The fee for Ordinary Membership shall be $0.00; and

(ii) The fee for the Annual Product of USU Rewards shall be $0.00.

(c) For casual staff of the USU who have been employed and engaged in regular work for six or more continuous months:

(i) The fee for Ordinary Membership shall be $0.00; and

(ii) The fee for the Annual Product of USU Rewards shall be $0.00.

Note 1: For casual staff of the USU who have been employed for less than six continuous months, sub-clause (d) is applicable.

Note 2: Sub-clauses (b) and (c) includes persons who are in the class of Membership pursuant to article 5.1(g)(i) of the Constitution.

(d) For other persons eligible for Ordinary Membership in accordance with article 5.1 of the Constitution:

(i) The fee payable for the Semester 1 Product or Semester 2 Product of Ordinary Membership shall be $25.00. Upon payment of such fee, the Semester 1 Product or Semester 2 Product of USU Rewards shall be incorporated in USU Membership;
(ii) The fee payable for the Annual Product of Ordinary Membership shall be $45.00. Upon payment of such fee, the Annual Product of USU Rewards shall be incorporated in USU Membership;

(iii) The fee payable for the 3 Year Product of Ordinary Membership shall be $120.00. Upon payment of such fee, the 3 Year Product of USU Rewards shall be incorporated in USU Membership; and

(iv) The fee payable for the 4 Year Product of Ordinary Membership shall be $150.00. Upon payment of such fee, the 4 Year Product of USU Rewards shall be incorporated in USU Membership;

Note: For Board Directors with which article 5.5(d) of the Constitution applies, sub-clause (d) is applicable.

(e) For persons not eligible for USU Membership in accordance with article 5.1 of the Constitution:

(i) The fee for the Semester 1 Product or Semester 2 Product of Community Rewards shall be $25.00;

(ii) The fee for the Annual Product of Community Rewards shall be $45.00;

(iii) The fee for the 3 Year Product of Community Rewards shall be $120.00; and

(iv) The fee for the 4 Year Product of Community Rewards shall be $150.00.

12. From time to time, the USU engages in arrangements or agreements with external bodies to purchase USU Membership, USU Rewards and/or Community Rewards for a class of people who meet the eligibility criteria under the Constitution and/or these Terms and Conditions, as applicable. These bodies can include, but are not limited to, a college, student accommodation provider, the Centre for English Teaching, a faculty, school, contractor, or firm. If a person receives USU Membership, USU Rewards and/or Community Rewards pursuant to an arrangement or agreement between the USU and an external body:

(a) They shall, notwithstanding clause 11 of the Terms and Conditions and subject to the terms of the arrangement or agreement, be taken to have paid the relevant fee for the period they are a USU Member and/or participate in USU Rewards or Community Rewards under the relevant arrangement or agreement;

(b) They shall, by accepting USU Membership and/or participating in USU Rewards or Community Rewards, agree to these Terms and Conditions; and
(c) If they accept USU Membership, they agree to become an Ordinary Member for the period they are a USU Member; and

13. The USU may, in its discretion, organise an Early Bird Program for the pre-purchase of USU Membership, USU Rewards and/or Community Rewards. There is no obligation for the USU to operate the Early Bird Program in any given year. If the USU decides to organise an Early Bird Program, the USU may (and is under no obligation to) offer additional incentives, including:

(a) Extending the commencement of USU Membership, USU Rewards and/or Community Rewards;

(b) Varying the price for USU Membership, USU Rewards and/or Community Rewards;

or

(c) Providing a promotion or competition.

USU MEMBERSHIP

14. Clauses 15 to 17 apply to Ordinary Members, Life Members and Fellows only, whether or not they have USU Rewards. Clauses 18 and 19 apply to all USU Members, whether or not they have USU Rewards.

Note: Clauses 15 to 17 do not apply to Associate Members.

15. Upon being a USU Member, the USU will issue the person with a unique barcode identifier by logging in on the USU app or (at its discretion) on a physical card.

16. The barcode identifier is not transferable and remains the property of USU. If a person transfers a barcode identifier to another person, without the written consent of the USU, the USU reserves the right to suspend the unique barcode identifier, privileges and benefits of the Member.

17. The unique barcode identifier must be shown if requested to use or otherwise take advantage of USU services, benefits and privileges, and, as required, of those offered by our partners.

18. The Membership Fee for Ordinary Membership is as prescribed in clause 11 of the Terms and Conditions.

19. Membership will remain valid until they cease to be a Member pursuant to the Constitution. The USU, subject to final and conclusive appeal to the Board, retains the right to suspend a Member for misconduct or breach of these Terms and Conditions.
USU REWARDS PROGRAM

20. The promoter of USU Rewards is the University of Sydney Union ABN 73 818 179 759 of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006. USU Rewards is an offering for USU Members only.

Note: Persons who are not USU Members may enjoy the benefits and privileges of USU Rewards by purchasing Community Rewards.

21. Clauses 22 to 25 apply to all individuals who participate in USU Rewards.

22. An applicant becomes a participant of the USU Rewards upon USU receiving a completed application form and payment of the relevant fee prescribed in clause 11 of the Terms and Conditions.

23. The USU may, at its discretion from time to time, prescribe benefits and privileges for USU Rewards participants. The USU may vary the benefits and privileges at any time.

24. The USU may, at its discretion, extend the period for which USU Rewards participation remains valid. For the most up-to-date details of benefits and privileges, please visit www.usu.edu.au/membership/rewards-offers.aspx.

25. To avoid doubt, participation in USU Rewards does not, by itself, confer rights to attend or vote in USU General Meetings or rights to vote in the Annual Elections.

Note: USU Membership confers the right to attend and vote in USU General Meetings and the right to vote in the Annual Elections.

COMMUNITY REWARDS

26. The promoter of Community Rewards is the University of Sydney Union ABN 73 818 179 759 of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006.

27. Clauses 28 to 35 apply to participants in the Community Rewards Program.

28. An applicant becomes a participant of Community Rewards upon USU receiving a completed application form and payment of the relevant fee prescribed in clause 11 of the Terms and Conditions. The Fee for Community Rewards is as prescribed in clause 11(e) of the Terms and Conditions.

29. The USU, subject to final and conclusive appeal to the Board, retains the right to suspend a participant of Community Rewards for misconduct or breach of these Terms and Conditions.

30. Upon being a participant of Community Rewards, the USU will issue the person with a unique barcode identifier by logging in on the USU app or (at its discretion) on a physical card.
31. The barcode identifier is not transferable and remains the property of USU. If a person transfers a barcode identifier to another person, without the written consent of the USU, the USU reserves the right to suspend the unique barcode identifier, privileges and benefits of the participant of Community Rewards.

32. The unique barcode identifier must be shown if requested to use or otherwise take advantage of USU services, benefits and privileges, and, as required, of those offered by our partners.

33. The USU may, at its discretion from time to time, prescribe benefits and privileges for Community Rewards participants. The USU may vary the benefits and privileges at any time.

34. The USU may, at its discretion, extend the period for which Community Rewards participation remains valid. For the most up-to-date details of benefits and privileges, please visit www.usu.edu.au/membership/rewards-offers.aspx.

35. To avoid doubt, participation in Community Rewards does not confer rights to attend or vote in USU General Meetings or rights to vote in the Annual Elections.

Note: USU Membership confers the right to attend and vote in USU General Meetings and the right to vote in the Annual Elections.

LIFE MEMBERS AND FELLOWS

36. Clauses 37 to 41 apply to Life Members and USU Fellows.

37. Upon conferral of Life Membership or USU Fellowship by the Awards Committee or Board, a person enjoys Membership of the USU for the term of the person’s natural life subject to the Constitution.

Note: USU Fellowship may be conferred posthumously.

38. Upon conferral of Life Membership or USU Fellowship by the Awards Committee or Board, the USU will issue the person with a unique barcode identifier by logging in on the USU app or (at its discretion) on a physical card.

39. The barcode identifier is not transferable and remains the property of USU. If a person transfers a barcode identifier to another person, without the written consent of the USU, the USU reserves the right to suspend the unique barcode identifier, privileges and benefits of the Life Member or Fellow.

40. The unique barcode identifier must be shown if requested to use or otherwise take advantage of USU services, benefits and privileges, and, as required, of those offered by our partners.
MEMBERSHIP AND PARTICIPATION REGISTRATION

41. Applications to become a Member of USU (with or without USU Rewards) or Community Rewards can be made online at www.usu.edu.au, or in person at selected on-campus sales points. Registration requires a photo of the Member or participant that will be embedded in the USU App or printed onto the identification card.

42. The photo must clearly identify the member or participant and no one else. Failure to provide a clear image may result in the suspension or cancellation of membership and or participation in USU Rewards. The USU reserves the power to remove a person’s photo if it is offensive, discriminatory, inappropriate, or a breach of the Terms and Conditions.

43. If there is an issue with the photo taken on the digital card via the app, contact the USU Membership Team immediately at usu.memberhip@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.

44. There is no charge to download the USU App or to have a physical card printed, however USU may charge an administration fee for members or participants requiring a replacement physical card.

45. USU reserves the right, at its sole discretion, to refuse entry to the program to any applicant.

USU MEMBERSHIP AND USU REWARDS PARTICIPATION LIMITATIONS

46. No USU Member or participant in USU Rewards or Community Rewards is an agent, contractor, representative or partner of USU or Rewards Program by virtue merely of Membership or participation.

47. No USU Member or participant in USU Rewards or Community Rewards has any power or authority to act for or to assume any obligation or responsibility on behalf of USU, USU Rewards or Community Rewards; to bind USU, USU Rewards or Community Rewards to any agreement; negotiate or enter into any binding relationship for or on behalf of USU, USU Rewards or Community Rewards; or pledge the credit of USU, USU Rewards or Community Rewards, except with the express written authority of USU.

UNSUBSCRIBING FROM USU MEMBER, USU REWARDS OR COMMUNITY REWARDS COMMUNICATIONS

48. As a Member of USU and/or participant in the USU Rewards or Community Rewards program, you will receive communications from USU from time to time. This communication may continue after your Membership or USU Rewards participation has expired.
A Member or participant may unsubscribe at any time using the unsubscribe function on any nominated communication method or by contacting the USU Membership Team at usu.membership@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.

USU REWARDS PROGRAM TEMPORARY SUSPENSION POLICY

50. USU Rewards or Community Rewards participants for Annual Product (equivalent to 2 semesters), 3 Year Product (6 semesters) or 4 Year Product (8 semesters) may apply for a temporary suspension of one or more semesters.

51. Applications must include documentation and an outline of the reasoning, sent to usu.membership@usu.edu.au.

52. USU may grant or withhold approval to an application for temporary suspension of USU Rewards participation at its absolute discretion.

53. During a suspended semester, they will not be entitled to the benefits of USU Rewards but can remain eligible as a Member of the USU (subject to being eligible under the Constitution).

54. Following the suspended semester/s, participation in the USU Rewards shall resume and participants will enjoy the remaining semester/s of their USU Rewards benefits.

USU MEMBERSHIP, USU REWARDS AND COMMUNITY REWARDS REFUND POLICY

55. In accordance with article 5.2.1(d) of the Constitution, any pre-paid Membership fees for USU Membership, shall be non-refundable.

56. Refunds for the USU Rewards Program shall be conducted in accordance with clauses 41 to 45 and 48 below.

57. For students enrolled in a course of study leading to the award of a degree or diploma from University of Sydney, a refund for USU Rewards shall only be processed if:

   (a) The student is withdrawing from study, transferring to another university or going on exchange; and

   (b) The student has provided USU with evidence of documentation or official paperwork (e.g. an official letter from the University) that proves the circumstances in clause 57(a); and

   (c) If the student had a physical card issued by USU, returns that card to USU; and

   (d) Applies for a refund before the applicable University Census Date, as determined by the University of Sydney.
58. For all other participants in USU Rewards or Community Rewards, a refund for USU Rewards or Community Rewards shall only be processed if:

(a) The person is retiring from the University or transferring to another University;

(b) The person has provided USU with evidence of documentation or official paperwork (e.g. an official letter from the University) that proves the circumstances in clause 58(a); and

(c) Applies for a refund before the applicable University Census Date, as determined by the University of Sydney.

59. If a refund is granted pursuant to clauses 57 and 58, the following refund rates shall apply as follows:

(a) In the case of the Semester 1 Product:

<table>
<thead>
<tr>
<th>Time by which refund application is to be made</th>
<th>Refund Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before the Semester 1 University Census Date in the year of use</td>
<td>Full refund</td>
</tr>
<tr>
<td>After the Semester 1 University Census Date in the year of use</td>
<td>No refund</td>
</tr>
</tbody>
</table>

(b) In the case of the Semester 2 Product:

<table>
<thead>
<tr>
<th>Time by which refund application is to be made</th>
<th>Refund Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before the Semester 2 University Census Date in the year of use</td>
<td>Full refund</td>
</tr>
<tr>
<td>After the Semester 2 University Census Date in the year of use</td>
<td>No refund</td>
</tr>
</tbody>
</table>

(c) In the case of the Annual Product:

<table>
<thead>
<tr>
<th>Time by which refund application is to be made</th>
<th>Refund Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before the Semester 1 University Census Date in the year of use</td>
<td>Full refund</td>
</tr>
<tr>
<td>Time by which refund application is to be made</td>
<td>Refund Provided</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>On or before the Semester 1 University Census Date of the first year</td>
<td>Full refund</td>
</tr>
<tr>
<td>On or before the Semester 1 University Census Date of the second year</td>
<td>Two-thirds refund</td>
</tr>
<tr>
<td>On or before the Semester 1 University Census Date of the third year</td>
<td>One-third refund</td>
</tr>
<tr>
<td>After the Semester 1 University Census Date of the third year</td>
<td>No refund</td>
</tr>
</tbody>
</table>

(e) In the case of the 4 Year Product:

<table>
<thead>
<tr>
<th>Time by which refund application is to be made</th>
<th>Refund Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before the Semester 1 University Census Date of the first year</td>
<td>Full refund</td>
</tr>
<tr>
<td>On or before the Semester 1 University Census Date of the second year</td>
<td>75% refund</td>
</tr>
<tr>
<td>On or before the Semester 1 University Census Date of the third year</td>
<td>50% refund</td>
</tr>
<tr>
<td>On or before the Semester 1 University Census Date of the fourth year</td>
<td>25% refund</td>
</tr>
<tr>
<td>After the Semester 1 University Census Date of the fourth year</td>
<td>No refund</td>
</tr>
</tbody>
</table>

60. Refunds are not available for:

(a) Change of mind;

(b) Change of timetable;
(c) Change of benefits; or

(d) In circumstances beyond the USU’s control (e.g. University shutdown, pandemic, operational shutdowns, natural disasters).

61. Notwithstanding anything in these Terms and Conditions, a refund is not available for USU Membership, USU Rewards or Community Rewards participants that was purchased through a third-party agreement as described in clause 12.

SUSPENSION / CANCELLATION / TERMINATION OF MEMBERSHIP OR PARTICIPATION

62. In accordance with article 5.5(b) of USU Constitution, USU Members may resign their membership by presenting a notice of resignation signed by that Member to the CEO. This resignation must contain the member’s full name and USU Member Number, and can be sent digitally to usu.membership@usu.edu.au.

63. USU Membership may also be terminated if a Member has:

   (a) Failed to pay any sum outstanding to USU; or

   (b) In the opinion of the Board been guilty of misconduct; or

   (c) Ceased to be eligible for USU Membership.

64. USU reserves the right in its absolute discretion to suspend or terminate the participation in the USU Rewards or Community Rewards of any participant for breach of these Terms and Conditions or for any conduct that USU, in its discretion, deems to be unacceptable. In such cases, notwithstanding anything in this Terms and Conditions, the participant will not be entitled to any refund of fees.

65. USU reserves the right in its absolute discretion to withdraw, cancel, deny access to, or in any way change any of the benefits advertised or offered at any time and USU will not be liable for any loss or damage suffered by participants resulting from such withdrawal, cancellation or change. USU shall have no liability to any person for any variation in the benefits offered to Members, USU Rewards participants or Community Rewards participants.

INDEMNITY AND LIMITATION OF LIABILITY

66. To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless USU, its officers, directors, employees, contractors or agents for any liabilities, claims, demands, losses, costs and expenses (including without limitation legal costs), or for any direct, indirect, incidental, special, punitive or consequential damages, whatsoever resulting from:
(a) any breach of your obligations under these Terms and Conditions; and
(b) your violation of any third party right, including but not limited to any intellectual
property rights or privacy rights; and
(c) any claim or action brought or threatened by another person based on any facts which,
if substantiated, would constitute a breach by you of your obligations under these
Terms and Conditions.

67. Some benefits offered as part of USU Rewards and Community Rewards are provided by third
parties. USU shall not be held liable and you release USU, its officers, directors, employees,
contractors or agents for any loss or damage in relation to the products or services provided by
third parties. Participants should make their own enquiries regarding the terms and conditions
that apply to products or services offered by third parties.

68. In all cases, the liability of USU for any default under any implied agreement compelled by any
law is limited to the amount of the annual fee paid by the member.

CARD AND APP USE

69. All USU Members, USU Rewards and Community Rewards participants will be issued a digital
and/or physical card (at the discretion of the USU).

70. The digital card can be found on the USU App which can be downloaded from the App Store
for phones operating on iOS or Google Play for phones operating on Android.

71. The app may contain links to third party web sites or services that are not owned or controlled
by USU. USU has no control over, and assumes no responsibility for, the content, privacy
policies, or practices of any third-party websites or services. You further acknowledge and
agree that USU shall not be responsible or liable, directly or indirectly, for any damage or loss
caused or alleged to be caused by or in connection with use of or reliance on any such content,
goods or services available on or through any such websites or services.

72. You consent to providing USU with your mobile phone number and email address and consent
to their use for internal marketing purposes in accordance with these Terms and Conditions.

73. USU Rewards and Community Rewards participants, Life Members and Fellows are entitled
to obtain any applicable discounts for goods or services upon presentation of their USU
Rewards or Community Rewards identification. Discounts are not available under any
circumstances except upon presentation of a valid identification for USU Rewards or
Community Rewards participants, Life Members or Fellows.
74. Entry into an event is subject to the terms and conditions that apply to that particular event (including any imposed by the USU, an event promoter, or a venue owner). Possession of an USU Member, USU Rewards or Community Rewards identification does not automatically admit a member or participant into an event.

75. When making purchases online or over the phone, in order to receive the benefit, you must provide your USU Member, USU Rewards and/or Community Rewards identifying barcode.

76. If you do not present your USU Member, USU Rewards and/or Community Rewards barcode at the time of purchase/entry, then you agree that USU is not liable for any claim by you for a refund. You agree that USU is also not liable for any claim of refund if a discount is not given by a partner after presenting your USU Member or USU Rewards identification at the time of purchase.

77. You may only use your USU Member, USU Rewards and/or Community Rewards barcode for your own benefit. Your USU Member, USU Rewards and/or Community Rewards barcode is non-transferable and cannot be used by another person. You may not lend or otherwise give your identification to another person for their use.

78. USU reserves the right to cancel your USU Membership and/or participation in USU Rewards or Community Rewards in the event of unauthorised use, including taking screen shots of your USU App.

**LOST, STOLEN OR DAMAGED REWARDS IDENTIFICATION CARDS**

79. It is the Members’ and participants’ responsibility to take care of their membership and USU Member or USU Rewards identification and keep them safe. USU must be notified as soon as possible if an identification has been lost, stolen or damaged.

80. USU will replace lost, stolen or damaged cards for a fee of $5.00 for each replacement plastic card/s issued.

81. For replacement cards (or in the case of a digital card, if your phone is lost or stolen), you should contact the USU Membership team at usu.membership@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.

**REWARDS MEMBER PACKS**

82. USU may, at its discretion, provide gifts or member packs to participants upon joining or re-joining the USU Rewards or Community Rewards program.

83. USU Rewards and Community Rewards member packs are only redeemable on payment of the appropriate USU Rewards or Community Rewards participation fee.
84. Strictly one pack per USU Rewards or Community Rewards participant may be redeemed (subject to availability of promotional stock).

85. Any USU Rewards or Community Rewards participant who tampers with the member pack process, or who fraudulently and dishonestly attempts to collect more than one pack will not receive a member pack and may have their participation of the program cancelled.

86. Member packs are available strictly only while stocks last and are issued on a first come first served basis. Not all USU Rewards or Community Rewards participants will necessarily receive a pack.

87. USU is not liable if any member pack is lost, stolen, damaged or tampered with in any way.

88. Member pack offers may change or be cancelled at any time without notice.

89. USU makes every effort to ensure that member pack material is up to date and accurate, but accepts no liability for any direct or indirect loss or damage arising from use of or reliance on that information, even if it is inaccurate or out of date.

90. Member packs cannot be transferred or exchanged.

91. Member pack value is calculated on the estimated dollar saving relating to each offer subject to compliance with the applicable offer terms and conditions.

**THIRD PARTY OFFERS**

92. Other than to the University, USU will not pass on your details for marketing purposes to any third party without your permission; however we will, from time to time, pass on to you offers or benefits on behalf of third parties.

93. Some offers and benefits require USU Members, USU Rewards and Community Rewards participants to register as a member with third parties. This is entirely at your discretion and in doing so, you may be communicated with directly by the third party; such communication is no longer within the control of USU. You may unsubscribe from these offers at any time by contacting the third party directly.

94. All partner offers are subject to the individual terms and conditions of the partner and may change or be cancelled at any time without notice to you. Changes will be published as soon as reasonably possible on the USU website, currently at www.usu.edu.au.

95. Partner participants in the USU Rewards and Community Rewards program may change at any time without notice. Notification of changes in partners will be displayed on the website (www.usu.edu.au) as soon as reasonably practicable.
96. In making a purchase or accepting a partner offer, you enter into a contract directly with the partner concerned and not with USU.

INFORMATION AND PRIVACY

97. USU is committed to ensuring that the collection, accuracy, use, disclosure, de-identification and destruction of your details comply with the Privacy Act 1988 (Cth) and National Privacy Principles.

98. USU’s Privacy Policy forms part of these Terms and Conditions. USU’s Privacy Policy may be accessed at: https://usu.edu.au/Privacy-Policy.aspx. To the extent of any inconsistency, these Terms and Conditions shall prevail.

99. You have the right to view and correct or update your personal information by arrangement with the USU Membership Team at usu.membership@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.

100. By becoming a USU Member, and/or participating in USU Rewards or Community Rewards, you agree that USU may use your personal information to keep you informed of specials, promotions, events, competitions, discounts and free offers from us and/or our partners. You may be contacted via email, telephone, SMS and/or post where applicable. You may opt out of these communication paths at any time by giving USU notice in writing or by using the opt out/unsubscribe facilities on our promotional material.

101. USU may use your information for its own planning, research, marketing and product and service development.

102. USU communicates with its Members, subscribers and participants in USU programs, and keeps them informed via a number of communications paths and cannot be held responsible for any member not being aware of a special, promotion, event, competition, discount and/or free offer or any member failing to take advantage of that offer and/or missing out on an opportunity. You are responsible for informing USU of any change in your contact details.

103. USU may share anonymous and aggregated membership or participant information with current or prospective partners for the purpose of securing better offers for members, or with data analysis specialists, data mail houses, data processing organisations and specialist call centres for the purposes of improving existing or potential benefits. When such disclosures are made, your personal information will be protected through confidentiality agreements and/or other contractual obligations.

104. Notwithstanding anything in these Terms and Conditions, USU may share your personal details with regulatory bodies; government agencies; law enforcement bodies and courts; and
other parties to whom USU is authorised or required by law to disclose information, including the University of Sydney

105. USU will take all reasonable steps to ensure your personal information is protected from unauthorised access, misuse, modification and disclosure while stored or transmitted by it.

106. If USU already holds any personal information about you, this may be because it was obtained from the University of Sydney with your authorisation when you enrolled with the University, by other means of authorisation, or because it was existing information obtained with permission through your previous USU membership registration.

DISCLAIMER

107. While USU makes every effort to ensure information about USU Membership, USU Rewards and Community Rewards participation is available, complete, accurate and up to date, it cannot guarantee this and accepts no liability whatsoever if any information is unavailable, incomplete, inaccurate or out of date.

108. USU disclaims any and all warranties, express or implied, regarding the handling of any of your information, including personal information, by any third party.