

UniLife Membership Program Terms & Conditions

Introduction

The promoter and operator of the UniLife Membership Program ("the Program") is UOW Pulse Ltd ABN 28 915 832 337 ("UOW Pulse") of Level 1A, Building 11, University of Wollongong, NSW, 2022

The Program is governed by these Terms and Conditions and form a legally binding contract between each Member ("You, Your") and UOW Pulse. By registering to become a Member and by participating in the Program, You confirm that You agree to these Terms and Conditions.

These Terms and Conditions are important and You should take the time to read and understand them. If You object to these Terms and Conditions, You should not seek to register as a Member or continue your involvement in the Program.

If there is any conflict between what is set out in these Terms and Conditions and what You have been told by a UOW Pulse staff member or its agents, these Terms and Conditions will prevail.

Every effort has been made to ensure the information provided to Members in relation to Membership is clear and correct, however to the extent permitted by law, UOW Pulse is in no way responsible or liable for any inaccuracy in the information provided to Members concerning the Program.

These Terms and Conditions are effective as at the date of publication (February 2018) and UOW Pulse reserves the right to amend them when it considers necessary. UOW Pulse shall use all reasonable endeavours to advise You of any such changes, but to the extent permitted by law shall not be liable in any way for any failure to do so.

Definitions

Benefits: any of the facilities, services, goods or arrangements offered or made available to the Member as part of the Program during the period of Membership.

Goods: all goods provided by UOW Pulse as part of the Program.

Member: those persons listed in clause 2 of the Terms and Conditions who are eligible to register for the Program, have completed a membership registration form online and paid the applicable fees and been accepted as a Member by UOW Pulse. Also referred to as "You" and "Your" in these Terms and Conditions.

Membership: the membership of the Program by a Member.

Membership Database: the database maintained by UOW Pulse of all Members and former Members.

Membership Fee: the annual fee payable for Membership as a Member.

Membership Pack: a package of materials and products as determined in the sole discretion of UOW Pulse and issued to new Members under paragraph 6 of the Terms and Conditions.

Membership Year: 1 February to 31 January of the following year;

Member Sticker: UniLife's Member sticker issued to and held by all Members.

Partners: third parties who will offer to Members facilities, goods or services as part of the Program. For the avoidance of doubt, Partners are not at law partners or agents of UOW Pulse.

Program: the UniLife Membership Program.

Services: all services provided by UOW Pulse as part of the Program. *Tenant:* an individual who occupies premises on a UOW campus as tenant or licensee, or a director, officer or employee of a company that occupies premises on a UOW campus as tenant or licensee

Terms and Conditions: these terms and conditions, as may be amended.

UniActive: a business of UOW Pulse providing fitness, sporting and aquatic facilities located at the UOW Wollongong Campus and fitness facilities 24 hours at UOW Innovation Campus.

UOW: University of Wollongong

UOW Identification Card: An identification card issued by UOW to current Tenants, students or staff of UOW in accordance with the terms of UOW.

Website means www.unilife.uow.edu.au

1. UniLife Membership

By becoming a Member, You will have the right to participate in the Program.

In addition, Members who satisfy the criteria in paragraph 1(a) below may be eligible to seek election for representative and advisory positions on committees and advisory councils of UOW Pulse where the applicable rules permit, such as the UOW Pulse Student Advisory Committee.

The following persons are eligible to register to become a Member:

- a) Students enrolled in a course of study leading to the award of a degree or diploma from UOW or UOW Enterprises;
- b) Current members of the full-time, part-time or casual staff of:
 - a. UOW
 - b. UOW Enterprises
- c) Tenants; or
- d) Other persons nominated and approved by the UOW Pulse CEO at their sole discretion.

UOW Pulse staff will automatically become Members upon commencement of employment without payment of any Membership Fee and will be provided with a staff card containing a Member Sticker. UOW Pulse staff will be eligible for Memberships in subsequent Membership

Years provided that they remain a current employee of UOW Pulse as at 1 February of that Membership Year. UOW Pulse staff will cease to be Members upon termination of their employment with UOW Pulse and must return their UOW Identification Card and Member Sticker upon the request of UOW Pulse.

UniActive members will automatically become Members upon becoming members of UniActive, without further payment of the Membership Fee.

UOW Pulse reserves the right, at its sole discretion, to refuse entry to the Program to any applicant.

Membership of the Program automatically expires on 31 January each year.

The Membership Fee will be subject to change at any time and be as published from time to time on the Website and as at February 2018 is:

- e) \$25 per Membership Year for persons listed in the categories (b) and (c);
- f) \$10 per Membership Year for persons listed in category (a); and

UOW Pulse may at its sole discretion may elect to waive the Membership Fee for specific persons, groups or during specific promotional periods.

2. Membership Registration Process

Upon acceptance of an application for Membership:

(a) if You have registered via the Website You must collect Your Member Sticker in person at UniLife Reception (Level 1A, Building 11 University of Wollongong) or UniLife activation points during O-Week

(b) if You have registered at UniLife Reception or at other designated sites, You will be issued your Member Sticker on site.

3. Sticker Use

The Member Sticker when affixed to the back of a current UOW Identification Card is proof of a valid Membership ("Valid Member Sticker").

A Valid Member Sticker is required to receive the Benefits of the Program and to verify current Membership. You may be required to show a Valid Member Sticker as proof of Membership.

Member Stickers are non-transferable. You may only use your Member Sticker for Your own benefit. You may not transfer Your Member Sticker (or Membership), lend, or otherwise give your Member Sticker to another person for their use.

All Members are entitled to obtain any applicable discounts for Goods or Services upon presentation of their valid Member Sticker and subject to them satisfying any other criteria for the discount. Discounts are not available unless a Valid Member Sticker is presented at time of purchase or entry.

Entry into an event that is part of the Program is subject to the terms and conditions that apply to that particular event (including any imposed by the promoter of that event or the venue owner).

Possession of a Valid Member Sticker does not automatically admit a Member into an event.

UOW Pulse reserves the right to cancel Your Membership in the event of unauthorised use or suspected unauthorised use, including but not limited to where Member Stickers have been removed from the UOW Identification Card or show evidence of being tampered with.

UOW Pulse reserves the right to deny access to Goods and Services until Membership validity is checked on the Membership Database.

4. Lost, Stolen or Damaged Stickers

It is Your responsibility to take care of Your Member Sticker and keep it secure.

UOW Pulse will replace Member Stickers if Your UOW Identification Card is lost or stolen but will charge a \$5 administration fee for doing so, regardless of the circumstances.

For replacement Member Stickers, visit the UniLife Reception (Level 1A, Building 11 University of Wollongong).

5. Member Benefits

For a list of all Program Benefits visit the Website.

6. Membership Pack and Components

Subject to availability, a Membership Pack will be provided by UOW Pulse with each new Membership.

Strictly one Membership Pack per Membership (subject to availability of promotion stock).

Any Member who tampers with the Membership Pack process or who attempts to collect more than one Membership Pack will have their Membership terminated immediately.

Membership Packs are available strictly only while stocks last and are issued on a first-come, first-served basis. UOW will be under no obligation to offer a replacement, raincheck or provide any refund or compensation to a Member by reason of a Membership Pack not being available whether in part or at all.

UOW Pulse is not liable if any Membership Pack is lost, stolen, damaged or tampered with in any way. Membership Pack offers may change or be cancelled at any time without notice.

UOW Pulse makes every effort to ensure that the Membership Pack material is up to date and accurate at the time of printing 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. Membership Packs cannot be transferred or exchanged under any circumstances.

The Membership Pack value is calculated on the estimated retail dollar value relating to each item offered.

7. Cancellations and Refunds

UOW Pulse may immediately terminate the Membership of a Member where they have breached the Terms and Conditions.

To the extent permitted by law, the amount paid for a Membership is non-refundable and non-transferable after purchase. We recommend that You take this into account before purchase.

8. Membership Limitations

No Member is an agent, representative or partner of UniLife or UOW Pulse by virtue merely of Membership.

No Member has any power or authority to act for or to assume any obligation or responsibility on behalf of UniLife or UOW Pulse, to bind UniLife or UOW Pulse to any agreement, negotiate or enter into any binding relationship for or on behalf of UniLife or UOW Pulse or pledge the credit of UniLife or UOW Pulse except with the express written authority of UOW Pulse.

9. Partners

Partners will offer various Benefits to Members as part of the Program. By including the Partners in the Program, UOW Pulse makes no representation that any of the Benefits will be suitable for any particular Member based on their individual circumstances and You will need to make your own assessment before agreeing to receive Benefits from a Partner.

Some offers will require You to register as a member with third party programs. This is entirely at Your discretion and, in doing so, You may be required to comply with terms and conditions and the privacy policy of those third parties, including receiving communications directly from the third party and these will no longer be within the control of UOW Pulse.

In making a purchase or accepting a Partner offer for Benefits, You will enter into a contract directly with the Partner concerned and not with UOW Pulse and to the extent permitted by law UOW Pulse will not be responsible for the delivery or non delivery of the Benefits by the Partner or other act or omission of the Partner.

You acknowledge that Partner participants in the Program can change at any time without notice.

10. Information and Privacy

UOW Pulse 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 Principles for the Fair Handling of Personal Information. To view the UOW Pulse privacy policy, please visit: <https://pulse.uow.edu.au/aboutus/policy/>. Your personal information will not be disclosed to any third party, and will not be used by parties other than staff of UOW Pulse, without first obtaining your express permission.

Member feedback is welcome at any time via the Website.

11. Discounts

You acknowledge that while a percentage discount may be advertised or offered in respect of Goods or Services, due to rounding in the case of payment by physical currency, the actual discount received by you may be less than the percentage discount advertised and to the extent permitted by law You release UOW Pulse from any claim or loss in respect of this rounding.

12. Disclaimer

Whilst UOW Pulse makes every effort to ensure information about the Program and the Benefits offered is available, complete, accurate and up to date, it cannot guarantee this and to the extent permitted by law it accepts no liability whatsoever if any information is unavailable, incomplete, inaccurate or out of date or Benefits are no longer available at the time they are required by You.