



**NURCH CHILDCARE LOYALTY REWARDS  
MEMBER TERMS OF USE  
Version 2.0 [8 April 2021]**

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## 1. System description

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- 1.1 The Nurch rewards system (the **System**) run by Nurch Pty Ltd ACN 628 836 331 (**Nurch**) is designed to enable sponsored Members to earn Points (capable of redemption under these Terms) to reward their loyalty and usage of their preferred Childcare Provider who has agreed to sponsor their Membership.
- 1.2 This System is only available to persons who are:
- (a) Using a childcare service located in Australia that is a System Participant, and for so long as that System Participant continues to Sponsor your membership; and
  - (b) legally considered to be an adult in Australia or have the legal capacity to sign a contract in Australia.
- 1.3 By accepting these Terms, you warrant that you satisfy the conditions in clause 1.2 immediately above.

## 2. Definitions

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- 2.1 **\$**: refers to Australian dollars.
- 2.2 **ACL**: the Australian Consumer Law at Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 2.3 **Billing Cycle**: means, for the purposes of calculating Points, each seven day period beginning on a Monday and ending on the following Sunday.
- 2.4 **Business Day**: a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland, Australia.
- 2.5 **Childcare Provider**: a provider of centre based day care (including long day care and occasional care), and outside school hours care (including before, after and vacation care services) located in Australia.
- 2.6 **Closing Procedure**: the procedure to be followed by Nurch upon the termination of a Member account in accordance with the Member Terms. The Closing Procedure may be updated by Nurch from time to time, with any updates to be published on the Website and come into effect on the date of publication, or any other date notified by Nurch.
- 2.7 **Content**: all copyright, database rights text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, software code and the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content relating to or used in the System, including Nurch Intellectual Property.
- 2.8 **Enrolled Child**: means any child for which you are parent or guardian who is enrolled in the Sponsor Centre.
- 2.9 **Full-Day Booking**: any session booking with your Sponsor Centre of at least 5 hours duration.

- 2.10 **Intellectual Property:** includes all inventions; discoveries; innovations; novel or technical information and data; processes; patents; computer programs; software; code; drawings; plans; specifications; trade marks; designs; trade secrets; know-how; domain names; and any work resulting from intellectual activity in the industrial, scientific, education, literary or artistic fields.
- 2.11 **Nurch:** Nurch Pty Ltd ABN 73 628 836 331 being the administrator of the System, or its authorised representatives.
- 2.12 **Nurch Intellectual Property:** means Intellectual Property owned by Nurch, including the Background Intellectual Property and (without limitation) any other Intellectual Property relating to the creation, use and commercialisation of the System.
- 2.13 **Member(s):** a parent and/or guardian of a child attending a System Participant that has received member sponsorship and been granted access to the System by Nurch.
- 2.14 **Membership Class:** the class allocated to you by your Sponsor Centre (at its sole discretion) or by your continued accumulation of Membership Credits, in accordance with clause 7.3 and these Terms.
- 2.15 **Membership Credits:** has the meaning given in clause 7.3.
- 2.16 **Minimum Redemption Value:** has the meaning given in clause 9.4.
- 2.17 **Out-of-Pocket Expense** or **OOP:** that portion of fees paid personally by you to your Sponsor Centre attributable to each Billing Cycle, that is left over after the application of any discount, subsidy, rebate or similar benefit (including those payable by the Australian Government from time to time); as represented to Nurch by your Sponsor Centre.
- 2.18 **OOP Day:** for each Enrolled Child, is a calendar day on which that child was booked to attend the Sponsor Centre and for which all OOP has been fully paid (with Partial-Day Bookings counted as one (1)).
- 2.19 **Partial-Day Booking:** any session booking with your Sponsor Centre that is less than a Full-Day Booking.
- 2.20 **Personal Information:** has the same meaning as defined in the *Privacy Act 1988* (Cth).
- 2.21 **Points:** points awarded to Members for participating in the System in accordance with these Terms, including as more fully described at clause 7.
- 2.22 **Promotion:** a promotion offered by your Sponsor Centre to you whether via the Portal or otherwise which (subject to your acceptance and availability) will entitle you to earn additional Points in accordance with the terms and conditions of that promotion. *For example: 5x Points calculated on your OOP for each Monday attended for a specific period.*
- 2.23 **Privacy Laws:** the *Privacy Act 1988* (Cth), including the Australian Privacy Principles.
- 2.24 **Redemption Value:** the dollar value for which Points may be redeemed, which as at the date of these Terms, is equal to one thirtieth (1/30) of one dollar (\$1) for each Point. *For example, the Redemption Value of 300 Points is \$10.00.*

- 2.25 **Rewards System Agreement:** the written contract between Nurch and your Sponsor Centre which provides (amongst other things) for your Membership.
- 2.26 **Rewards:** any Rewards and/or vouchers that may form part of the range of such available for purchase from time to time by Members when redeeming Points through the System.
- 2.27 **Sponsor Centre:** a System Participant that has sponsored your Membership, including by causing you to be invited to be a Member, provision of information to Nurch and meeting the ongoing costs associated with your Membership.
- 2.28 **System:** the Nurch Rewards program accessible online and through mobile devices, as described in these Terms.
- 2.29 **System Participant:** a Childcare Provider with a continuing legally binding agreement with Nurch to participate in the System, including with respect to sponsoring Members, provision of information to Nurch to allow calculation and provision of Points and meeting all costs of their Members' participation in the System.
- 2.30 **Terms:** this document, and any other documents referred to in it; or any updates or replacements notified by Nurch from time to time.
- 2.31 **Website** means [www.nurch.com.au](http://www.nurch.com.au).
- 2.32 **You** or **Your:** unless these Terms indicate otherwise, the Member holding the relevant Nurch account.

### **3. Access to the System**

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- 3.1 By receiving access to the System, you agree to be bound by these Terms.
- 3.2 You must not do anything with the System which is not expressly permitted by these Terms.
- 3.3 Subject to clause 3.5, Nurch may at any time for any reason and without notice to you, modify, suspend, withdraw or terminate operation of or access to the System including any functionalities of the system. Nurch may also upgrade the System for fixes, and to add support for new functions or services.
- 3.4 Subject to clause 3.5 and clause 9.5, Nurch may change these Terms and any related policy or procedure (including without limitation the Privacy Policy and Complaint Handling Procedure) from time to time, including (without limitation) making changes to the Points that may be earned, the range of Rewards and the number of Points required for Rewards, and the period for expiry of existing or future Points. Nurch suggests that you check these Terms for any changes from time to time. Your continued use of the System following any changes will mean that you accept and agree to the updated version of these Terms.
- 3.5 Nurch's rights under clauses 3.3 and 3.4 are subject to Nurch's compliance with Australian law (including the ACL, Privacy Laws, the Corporations Act 2001 (Cth) and any requirements of the Australian Securities and Investments Commission). Any changes made by Nurch to this System will be notified to Members and Sponsor Centres (wherever possible prior to becoming effective), including by email

notification sent through the System, posting of notices on the Website and any other notification permitted by these Terms from time to time.

#### **4. Term**

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- 4.1 These Terms (as amended from time to time) commence immediately upon you accepting these Terms and using the System and continue until your Membership is cancelled or terminated by Nurch.
- 4.2 Your Membership may be cancelled or terminated if your Sponsor Centre ceases to Sponsor your Membership or the arrangements with your Sponsor Centre are terminated or suspended, and as otherwise provided for by clause 17.

#### **5. Sponsored Membership**

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- 5.1 Your Membership in the System is sponsored by your Sponsor Centre who will meet all costs of your participation in the System; but is otherwise free of charge to you as a Member.
- 5.2 You will be responsible for any third party fees and charges incurred by you in relation to accessing the System, including all fees payable by you to your Sponsor Centre.
- 5.3 You may apply to be a Member of the System if you have an Enrolled Child with a System Participant and they have elected to become your Sponsor Centre, by causing you to receive an invitation to Membership, or as otherwise agreed between you, your Sponsoring Centre and Nurch.
- 5.4 To become a Member, you must register online and accept these Terms.
- 5.5 Nurch may refuse your application for Membership for any reason.
- 5.6 Memberships are tied to your Sponsor Centre, are not transferable between System Participants and remain the property of Nurch.
- 5.7 Your Sponsor Centre is solely responsible for activating, allocating or disabling a Membership Class towards your membership and informing Nurch about your allocated Membership Class. Once activated, allocated or disabled by your Sponsor Centre, Nurch is solely responsible to apply the necessary changes towards your Membership.
- 5.8 The scale of Membership Classes and applicable multipliers are contained in clause 7.3 and published on the Website, and may change from time to time.

#### **6. Personal Member Account**

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- 6.1 You will be able to use your personal account through the Portal (by logging on with the email and password set by you) to:
- (a) view your Points balances, transaction history, Membership Class and Membership Credits;
  - (b) view personalised offers and Promotions (made available to you by your Sponsor Centre) that you are currently participating in;
  - (c) use your Points to redeem Rewards; and

(d) lodge a complaint and access dispute resolution processes.

6.2 If any information stored in the System regarding you or your child(ren) is incorrect in any way, you should contact your Sponsor Centre to resolve the matter.

## 7. Points

7.1 You may earn Points by transacting directly with your Sponsor Centre who will purchase Points on your behalf.

### 7.2 Points Table

The types of Points available and the manner in which they are earned by or allocated to you may vary from time to time and presently comprise:

<b>Point Type</b>	<b>Manner Earned</b>	<b>Base number</b>	<b>Class Multiplier applied?</b>
<b>General Points</b>	Based on your average daily OOP for bookings attended and fully paid for (see clause 7.5).	1 Point for each \$1.00 of OOP paid.	Yes
<b>Promotional Points</b>	Additional points earned for promotional days attended and paid for, if you have successfully accepted a Promotion via the System or a Sponsor Centre.	The number of General Points you are otherwise eligible to earn on the promotional day <i>multiplied</i> by the applicable multiplier set out in the terms and conditions of the Promotion.	Yes – But only if Class Multiplier is higher than Promotion multiplier.
<b>Special Occasion Points</b>	Additional points that may be purchased on your behalf by your Sponsor Centre, at their discretion, if your Enrolled Child attends the Sponsor Centre during the week of a special day (such as their birthday).	Purchased at the Sponsor Centre's discretion, as a bonus to you and your child.  Promotion must have been offered by your Sponsor Centre and successfully accepted by You.	No
<b>Ambassador Points</b>	Additional points that may be purchased on your behalf by your Sponsor Centre, at their discretion, for example because of your support of or referrals to the Sponsor Centre.	Purchased at the Sponsor Centre's discretion, as a bonus to you.	No

<b>ADR Points</b>	<p>Points that may be purchased on your behalf by your Sponsor Centre or allocated by Nurch (free of charge) as an agreed resolution to a dispute or complaint.</p> <p>Unless otherwise agreed by Nurch, ADR Points are only available in respect of a dispute or complaint that arises from an event (or omission) which occurred no longer than 6 months prior to the complaint first being notified to Nurch [or a Sponsor Centre].</p>	Variable circumstances.	to	No
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### 7.3 Membership Classes and Membership Credits

- (a) The base number of points shown in the Points Table above may change depending on your Membership Class and relevant multiplier.
- (b) Unless 'No Status' has been selected by your Sponsor Centre:
  - (i) Your Membership Class is initially set by your Sponsor Centre, failing which it defaults to the lowest class, being Bronze; and
  - (ii) Your ability to advance to the next Membership Classes is then determined by the accumulation of Membership Credits.
- (c) Membership Credits will be awarded on the basis of scheduled bookings irrespective of payment or attendance, as follows:
  - (i) Full Day Bookings shall earn 1 Membership Credit;
  - (ii) Partial-Day Bookings shall earn 0.5 Membership Credits.
- (d) Membership Classes and class multipliers may vary from time to time, and are presently set at:

<b>Membership Class</b>	<b>Membership Credits (based on days attended)</b>	<b>Class Multiplier</b>
No Status	0 (Membership Credits not applicable)	1x
Bronze	0 – 99	1x
Silver	100 – 299	1.25x
Gold	300 – 499	1.5x

Platinum	500 or more	2x
Diamond	<p>Not applicable – This Membership Class can be applied at the discretion of your Sponsor Centre.</p> <p>Diamond Memberships can also be dis-applied at the discretion of the Sponsor Centre. Affected Memberships will revert back to the otherwise applicable Membership Class.</p>	<p>Up to a maximum of 30x</p> <p>To be set at your Sponsor Centre's discretion.</p>

#### 7.4 Inactive Memberships – suspension and closure

- (a) If your Sponsor Centre does not record any bookings for any of your Enrolled Child(ren) for a period of 12 consecutive months your Membership will become suspended, your Membership Credits will expire and your Nurch account will be closed in accordance with the Closing Procedure.
- (b) Subject to Your Sponsor Centre paying any applicable fees to Nurch, your Sponsor Centre has sole discretion to reinstate your Membership after it has been suspended or closed and can (at its sole discretion) restore your Membership Credits or choose an appropriate Membership Class for your reinstated Membership.

#### 7.5 Points Calculation – General

- (a) General Points and Promotional Points (and if expressly stated in a Promotion the Points that may be earned through that Promotion), are calculated on the basis of the daily average OOP that you paid to your Sponsor Centre during each Billing Cycle for each of your Enrolled Children.
- (b) Your daily average OOP for a Billing Cycle is calculated (per Enrolled Child) by your Sponsor Centre by *dividing* the total dollar value of your OOP (per Enrolled Child) *by* the number of OOP Days.
- (c) Nurch is entitled to rely absolutely on the daily average OOP amount (as a dollar value) supplied by your Sponsor Centre to calculate your Points.
- (d) Nurch will calculate your Points by reconciling this dollar value against days scheduled to attend in the order of days attracting the highest multiplier, to the lowest (based on all Promotions in which the Member participated).

*Example 1: if you have one child that attends the Sponsor Centre for three days from Monday to Wednesday during the Billing Cycle and your total OOP for that Billing Cycle is \$150, you will earn a minimum of 50 Points for the three days of attendance recorded during that Billing Cycle, being a total of 150 Points.*



## 7.6 Points Calculation – Promotional and Class Multipliers

Your Points earned on each day of the Billing Cycle (in accordance with clause 7.3 and 7.5) may be multiplied in accordance with the following factors (without limitation):

- (a) **Promotional multiplier:** your Sponsor Centre may elect to request that Nurch apply a promotional multiplier to any Points you may earn on particular days or events.

*Example 2: Using Example 1 above, if you participated in a Promotion run by your Sponsor Centre offering 5x Points for attendance on the Monday, your Points earned for the Monday (i.e. 50 Points) will be multiplied by 5 and added to the remaining Points earned on the Tuesday and Wednesday; resulting in a total of 350 Points during that Billing Cycle.*

- (b) **Membership Class multiplier:** If indicated in the Points Table in clause 7.2, your Points will be multiplied by the multiplier that applies to your designated Membership Class only if there is no other higher promotional multiplier in relation to that OOP Day, as determined by the Sponsor Centre and assigned to you via the System. Not all types of Points are subject to the Membership Class multiplier (refer to clause 7.2)

7.7 It is the responsibility of the Sponsor Centre to inform you of Promotions available by initiating notices to you through the System.

7.8 By providing information to Nurch regarding your usage of the Sponsor Centre's services and your OOP, your Sponsor Centre represents and warrants to Nurch (under the terms of the Reward System Agreement) that:

- (a) all information provided by the Sponsor Centre is accurate and complete such that Nurch may rely on it absolutely; and
- (b) your OOP has been paid to the Sponsor Centre and all calculations of OOP and daily average OOP are correct at the time provided.

7.9 Nurch takes full responsibility for calculating the Points that you will receive (based on data provided by the Sponsor Centre), but expressly disclaims all liability and responsibility for calculating the dollar value of your OOP or daily average OOP (which you acknowledge is the sole responsibility of your Sponsor Centre under the terms of their Reward System Agreement).

7.10 You may check your Points balance through the System. Nurch may also, at its sole discretion, periodically send you a Points summary statement using the contact details you provided.

7.11 Points cannot be transferred, sold, or given to any other person or Member.

## 8. When Points are allocated

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8.1 Nurch will not and is not obliged to recognise any Points for a Billing Cycle until such time as all fees connected with your Membership and referable to that Billing Cycle have been paid for in full by your Sponsor Centre.

- 8.2 Nurch is not responsible for determining your eligibility for Points or reconciliations of your Points against bookings with, and invoices issued by your Sponsor Centre.
- 8.3 In allocating Points, Nurch relies solely on information and payments provided to it by your Sponsor Centre.
- 8.4 Points purchased and applicable Membership Classes are solely at the discretion of your Sponsor Centre and Nurch makes no representations in relation to eligibility or policies adopted by your Sponsor Centre.
- 8.5 The allocation of Points will generally take up to 14 days following the end of a Billing Cycle, but may take longer.
- 8.6 If your Sponsor Centre has not paid these fees when due in accordance with their Rewards System Agreement, Nurch may (but is not obliged to) commence debt collection processes. In the event that the fees are subsequently recovered, Nurch will recognise the Points to which they relate as soon as practicable thereafter.

## **9. Redeeming Points**

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- 9.1 You may only redeem Points after the Points have been allocated to you by Nurch.
- 9.2 Once sufficient Points are allocated to you, you may redeem your Points in return for a Reward.
- 9.3 Subject to any minimums specified by Nurch, Points may be redeemed for their Redemption Value.
- 9.4 Subject to clause 9.5, the minimum Redemption Value is \$10.00, or as otherwise determined by Nurch (and notified to Members and System Participants) by from time to time (**Minimum Redemption Value**).
- 9.5 You acknowledge that Nurch may change the Redemption Value but must:
- (a) give You at least five (5) Business Days prior written notice of the change and of the date of effect of the change (**Effective Date**); and
  - (b) convert the balance of unredeemed Points, as at the Effective Date, into a number of Points that will maintain the same dollar value of Rewards for which those Points may be redeemed under the changed Redemption Value. *For example, if a current Redemption Value exists of 300 Points for \$10.00 and is changed to 330 Points for \$10.00, all of the unredeemed Points as at the date of the change would be increased by 10% so that 300 Points would become 330 Points.*
- 9.6 Details of Rewards available upon redemption of Points are available through the System.
- 9.7 The Rewards available for you to redeem are:
- (a) subject to the terms and conditions attached to the Rewards, as imposed by any relevant third party supplier (or by Nurch as reasonably necessary to protect the legitimate interest of Nurch, including for example in the efficient and sustainable operation of the System) from time to time; and

- (b) dependent upon the availability of the particular Rewards from time to time.
- 9.8 Nurch is not responsible to you if any Rewards are unavailable for you to redeem from time to time.
- 9.9 You acknowledge and agree that Nurch is merely the provider of access to the System and is not the supplier of any Rewards.

## **10. Rewards and Delivery**

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- 10.1 Unless otherwise stipulated, all Rewards available through the System shall be non-reloadable, not redeemable for cash and able to be used in one or more transactions at a single merchant only.
- 10.2 Once your Points are redeemed and the Reward is delivered to you the Reward (and any loss, theft or misuse) is at your risk. All Rewards capable of electronic delivery will be delivered by email to the email address stored in the System. You will be prompted to confirm any email or physical delivery address before finalising the redemption of your Reward and Nurch will be absolutely entitled to rely on that confirmation. Nurch is not responsible for any loss or theft during electronic delivery or postage.
- 10.3 Nurch shall take all reasonable steps to ensure that any Rewards available through its System:
  - (a) that are subject to any expiry, have the expiry date prominently displayed;
  - (b) are not subject to any post-supply fees; and
  - (c) are otherwise compliant with the ACL.

## **11. Forfeiture**

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- 11.1 If you do not redeem your Points within 12 months from the date of your last recorded attendance at your Sponsor Centre (**Forfeiture Date**), your Points will be dealt with or forfeited as follows:
  - (a) You will receive a notice no less than 10 Business Days prior to the Forfeiture Date advising: (1) the available Points and their Redemption Value; (2) the Forfeiture Date; and (3) stating that any Points that are not redeemed on or before the Forfeiture Date will be forfeited and Donated; and
- 11.2 any Points that are not redeemed by you by midnight on the Forfeiture Date will be automatically forfeited, with the Redemption Value to be Donated, with no further recourse against Nurch. For the purpose of this clause 11, "**Donate**" or "**Donated**" means donated by Nurch to a child related charity, as nominated by Nurch from time to time (or, if agreed by Nurch in writing from time to time, your Sponsor Centre) or transferred to an account to await Donation. Nurch may hold funds to be Donated for up to 4 months to enable Donations to be made in an orderly fashion.
- 11.3 If all of your Points have been redeemed or forfeited and Donated in accordance with clause 11.1, Nurch will close your account. If this occurs your Membership Credits will also be forfeited, unless your account is reactivated in accordance with clause 7.4.

## 12. Your obligations

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- 12.1 As a condition of using the System, you must:
- (a) only use the System in accordance with the terms of this Agreement;
  - (b) act in accordance with all reasonable directions given by Nurch from time to time, including in respect of security of the System and your member account (see clause 13);
  - (c) immediately inform your Sponsor Centre if:
    - (i) your personal details change (including, but not limited to, your address, email address or phone number);
    - (ii) you discover any problem with the System;
    - (iii) you suspect or have reasonable knowledge of an actual or potential data breach, as defined by the Privacy Laws;
    - (iv) you would like your details removed from your account;
  - (d) take all reasonable steps to ensure that no virus or cyber-security weakness is introduced into Nurch's systems or platforms; and
  - (e) accept Nurch's Privacy Policy before accessing the System.

## 13. System Security

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- 13.1 You are responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.
- 13.2 You must immediately notify Nurch of any unauthorised use of your account or password, or any other breach of security.
- 13.3 Nurch does not warrant and cannot ensure the security of any information or other data which you may transmit to Nurch. Any information or data which you transmit to Nurch is transmitted at your own risk.
- 13.4 Nurch reserves the right to remove your username or similar identifier in respect of your account if appropriate.
- 13.5 You may be able, through hypertext or other computer links, to gain access to other sites operated either by Nurch, its affiliates or other third parties ("**Linked Sites**") from time to time. Unless otherwise specified, the Linked Sites are not under Nurch's control. The Linked Sites may have different Terms and privacy requirements. Unless otherwise specified, Nurch is not responsible for the content of any Linked Sites, or any changes or updates to such sites. Nurch provide these links for your convenience only. You link to any such Linked Sites at your own risk. Nurch is not a party to any transaction between you and a Linked Site. Unless specified, Nurch does not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Linked Sites.

## **14. Intellectual Property**

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- 14.1 Subject to your compliance with these Terms, Nurch grants to you a personal non-exclusive, non-transferable free revocable licence to use the System for your personal use in accordance with these Terms.
- 14.2 Except as expressly provided in these Terms, no part of the System and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way, or used for any commercial purpose without Nurch's prior written consent.
- 14.3 You will not, nor allow third parties on your behalf to:
- (a) make and distribute copies of Content;
  - (b) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the System; or
  - (c) create any kind of derivative works of the System.
- 14.4 Any Intellectual Property or improvements to it created from or arising out of the performance of these Terms or in connection with the use of System (whether attributable to Nurch, a Sponsor Centre or otherwise) will become and remain Nurch's property and immediately form part of the Nurch Intellectual Property.
- 14.5 If you become aware of any infringement or threatened infringement of Nurch Intellectual Property or of any passing off or of a claim by a third party in respect of Nurch Intellectual Property, you must immediately inform Nurch of such alleged infringement by notice in writing giving full particulars and must provide all necessary information and assistance if Nurch determines that a proceeding should be commenced or defended.

## **15. Consent to collect information and Privacy**

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- 15.1 Upon becoming a Member you acknowledge, agree and consent to Nurch collecting (and your Sponsoring Centre providing) the following information and Personal Information about you and your child(ren) including (without limitation):
- (a) your full name, email address, telephone number, residential post code, the name of children under your guardianship, and the date of birth (day and month only) of your child(ren), and other information that maybe provided by your Sponsor Centre to Nurch, in order for Nurch to provide you with access to the System;
  - (b) Information regarding your child(ren)'s attendance at the Sponsor Centre, and the amount of OOP paid by you;
  - (c) any other information which you authorise us to collect in accordance with our Privacy Policy.
- 15.2 You also consent to Nurch collecting any other information about you and your Enrolled Children which you voluntarily enter into the System (including any delivery address provided to receive redeemed Rewards).

- 15.3 The Nurch Privacy Policy forms part of these Terms. The Nurch Privacy Policy sets out what personal information Nurch collects, how Nurch uses it, to whom Nurch may disclose it and what your privacy choices are. Nurch's Privacy Policy is available on Nurch's website or on request to Nurch at any time.

## **16. Data Collection**

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- 16.1 You agree and acknowledge that any information or data supplied to Nurch by your Sponsor Centre (whether through the System or otherwise) may be supplied via a third party intermediary or via third party software.
- 16.2 You further agree and acknowledge that Nurch is not responsible for examining or evaluating the content or accuracy of any third party material, including any material, information or data provided by your Sponsor Centre, and that Nurch does not warrant and, to the fullest extent permitted by law, will not have any liability or responsibility for any third party material.

## **17. Termination**

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- 17.1 Nurch may terminate your Membership immediately and without notice where you:
- (a) fail to comply with these Terms;
  - (b) provide misleading information or make any misrepresentation to Nurch or to your Sponsor Centre in connection with the System;
  - (c) are abusive or offensive to any of your Sponsor Centres' staff;
  - (d) do anything to bring Nurch or the System into disrepute;
  - (e) at any other time for any reason in Nurch's sole discretion (acting reasonably).
- 17.2 Nurch will immediately terminate your Membership without prior notice to you if the Rewards System Agreement between Nurch and your Sponsoring Centre is terminated for any reason.
- 17.3 You may terminate your Membership at any time and for any reason by contacting Nurch, provided you are the Member who initiated your account.
- 17.4 Your rights on termination are provided for in clause 18, including in respect of the closing procedure that will apply, and the impact on your redemption rights.
- 17.5 If your Membership is terminated in accordance with this clause 17 you will not be eligible to have your Membership Credits restored in accordance with clause 7.4 or otherwise.

## **18. Effects of Termination**

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- 18.1 Termination of these Terms does not relieve a party of liability to the other party in respect of rights or remedies of the other party which have accrued prior to termination.
- 18.2 Notwithstanding clause 18.1, on termination of these Terms:

- (a) the rights and licenses granted to you will immediately terminate and you must immediately cease using the System;
- (b) you will immediately cease to be entitled to earn Points and (subject to clause 18.3) to redeem Points on the System;
- (c) the closing procedure in clause 18.3 will be followed; and
- (d) you will not be entitled to any compensation from Nurch for any loss suffered by you resulting from the termination of your Membership, including any entitlements to any benefit or compensation, other than as expressly provided for in clause 18.3.

### 18.3 Closing procedure and your closing rights:

If your Membership has been terminated in accordance with these Terms:

- (a) the System will send a notice to your email address (or via the Portal) indicating the reason for your termination and termination date (**Termination Notice**);
- (b) Nurch will then have a period of 30 days to ensure that any Points due to you have been allocated to your account (subject to payment by your Sponsor Centre and to clause 8.6) and to send you a statement of your final Points balance (**Closing Statement**); and
- (c) You will then have a period of 14 days following receipt of your Closing Statement to redeem your Points in accordance with clause 9; failing which your Points will be dealt with in the manner provided by clause 11.1.

## 19. Limitation of Liability

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19.1 Nurch will not be liable to you for the termination of the System for any reason whatsoever, including (without limitation) for any Points in your account at the time of termination (other than to deal with those Points in accordance with clause 17.4).

19.2 Except where prohibited by law:

- (a) Nurch will not be liable for any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use of or access to the System, or your provision of Membership details to any third party, including the Sponsor Centre; or
- (b) loss of profit, loss of profit or loss of business opportunity, whether or not in the contemplation of the parties,

whether based on breach of contract, tort, product liability or otherwise.

19.3 Nurch is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the System.

19.4 Nothing in these Terms limits your rights under the ACL. Any liability Nurch may have to you in negligence, breach of contract or otherwise, and all conditions and warranties as to the condition, suitability, quality, fitness or safety of any goods or

services supplied by Nurch whether express or implied by statute, are excluded to the extent permitted by law, and, where liability cannot be excluded, Nurch's liability to you will in all cases be limited to:

- (a) the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods;
- (b) reinstating number of Points in dispute; or,
- (c) where the dispute relates to a Reward, the number of Points required to redeem the Reward.

19.5 Any tax, liability, or duty you may incur arising from your participation in the System is your sole responsibility.

## **20. Disclaimer of Warranties**

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20.1 Other than those implied by law and which cannot be excluded the System is provided "as is" and "as available" without warranty of any kind. Nurch will use reasonable efforts to make the System available at all times, however the quality and availability of the System may be affected by factors outside Nurch's reasonable control such as your internet connection or other network issues.

20.2 To the maximum extent permitted by law Nurch disclaims all express and implied warranties with regard to the System including accuracy, merchantability and fitness for particular purpose. The use of the System and the Content is at your own risk.

20.3 All warranties, representations and statutory guarantees and any liability which may arise in relation to your access to or use of the System and Content is expressly excluded to the maximum extent permitted by law.

20.4 Nurch makes no warranties, guarantees or representations that the material in the System will not cause damage or that the material is free from any computer virus or other defects. It is your responsibility to complete a virus check on any information accessed or downloaded.

## **21. Dispute resolution**

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21.1 Any dispute or complaint of a Member should be submitted through the System and will be handled in accordance with Nurch's Complaint Handling Procedures, which provides for all disputes and complaints to be handled by your Sponsor Centre for resolution in the first instance. Disputes or complaints may be elevated to Nurch in accordance with our Complaint Handling Process.

21.2 If you no longer have access to the Portal our Complaint Handling Procedure and relevant contact information is available publicly on the Website.

21.3 If you are not satisfied with the handling of your dispute or complaint you may contact the [Queensland Government Office of Fair Trading](#).

## **22. General**

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22.1 **Jurisdiction:** by accessing and using the System, you agree to submit to the exclusive jurisdiction of the Courts of Queensland. If you access the System from other jurisdictions, you are additionally responsible for compliance with local laws.



22.2 **Notice:** a notice must be in writing and may be given by any of the methods in column 1 of the table below, with receipt to be deemed as stipulated by column 2:

<b>Column 1 - Delivery Method</b>	<b>Column 2 - Deemed Receipt</b>
Handed to you personally (e.g. by the Sponsor Centre)	Upon delivery
Sent by email to the last known address of the addressee	Instantaneously, unless the sender receives a delivery failure notification within 24 hours of sending
Sent by prepaid mail to the last known address of the addressee	On the third Business Day after posting
Posted to your Member account on the Portal. Where the Member has supplied a mobile number, a text message will also be sent notifying of the unread notice.	Instantaneously

22.3 **Waiver:** no failure to exercise and no delay in exercising any right, power or remedy by Nurch under these Terms will operate as a waiver, nor will any single or partial exercise of any right, power or remedy by Nurch preclude any other or further exercise of that or any other right, power or remedy.

22.4 **Severance:** if a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid. Where it cannot be so interpreted, that provision (or part of it) must be severed from these Terms.

**If you have any queries about these Terms, please contact us using the information provided below:**

General enquiries: [hello@nurch.com.au](mailto:hello@nurch.com.au)

Complaints: [complaints@nurch.com.au](mailto:complaints@nurch.com.au)