

## **Member Terms and Conditions**

**Smoke Alarm Solutions offers the Holiday Rewards Plus Program to its clients.**

### **Meaning of Words**

**Member** means any person who is participating in the Program.

**Program** means the Holiday Rewards Plus (HRP) Program

**Dollars** means HRP dollars awarded to a Member of the Program

**Eligible Services** means any Offer made by Smoke Alarm Solutions or other participating businesses that result in dollars being awarded in the HRP Program to the Member

**Site** means the HRP website located at [holidayrewards.com.au](http://holidayrewards.com.au)

**Participating Business** mean retailers, service providers (and other persons) who supply goods and services in respect of which entitles the participating Member to be issued points under the HRP Program, subject to any conditions determined by those retailers

### **Terms and Conditions**

1.1 As a HRP program member you will be bound by these Terms and Conditions, as varied by us from time to time, from the first time you register as a Member.

1.2 Please read these terms and conditions of membership carefully before registering as a HRP Member. By using the site and registering as a HRP Member you are agreeing to be bound by the following terms and conditions of membership, which shall form a legally binding agreement between you, Holiday Rewards Plus and Smoke Alarm Solutions.

1.3 If you do not agree to the terms and conditions set out in these Terms and Conditions of Membership, you must not register as a member of HRP.

1.4 Smoke Alarm Solutions may vary these Terms and Conditions at any time. The most current version will always be located on the Site. Your continued use of the Site and your Holiday Rewards membership will be deemed to be your acceptance of any variation of these Terms and Conditions of Membership.

## **2 Membership**

2.1 By entering into the Program, Member authorizes they have confirmation from their Principal or Licensee to do so. Member also confirms they have authorization to act as the office's account administrator and to access the account – including redeem HRP dollars accrued by the office.

2.2 Only Australian real estate offices who are clients of Smoke Alarm Solutions Pty. Ltd. may become members of the HRP program.

2.3 You will become a member of HRP once Smoke Alarm Solutions accepts your registration application via [smokealarmsolutions.com.au/rewards](http://smokealarmsolutions.com.au/rewards) and HRP send you an acceptance email which will contain your login details.

2.4 Smoke Alarm Solutions reserve the right to refuse any application for membership and to remove individual Members from the program at any time, without notice.

2.5 Members must be over the age of eighteen (18) years at the time of becoming a member.

2.6 You must immediately notify Smoke Alarm Solutions of any unauthorised use of your HRP account if you become aware of such unauthorised use. You must keep your membership login and password secure. You agree that you will not commit or attempt to commit fraudulent acts, including earning or redeeming HRP dollars in a manner that conflicts with these Terms and Conditions of Membership.

2.7 You may use your Membership to receive Benefits.

2.8 All benefits are subject to availability and any conditions as determined by the relevant participating business. It is your responsibility to satisfy or comply with any conditions imposed by participating businesses for the receipt of any Benefits.

2.9 HRP may close your account if the account is inactive for a period of 12 months. You will not be compensated for HRP points forgone in an account that is closed due to inactivity.

### **3 Earning HRP Dollars**

3.1 Members will be awarded HRP dollars for Eligible Services provided by Smoke Alarm Solutions Pty. Ltd. in accordance with the criteria existing at the time.

3.2 The criteria for awarding HRP dollars are subject to change without notice.

3.3 HRP dollars are awarded to eligible clients at the end of each month.

3.4 HRP dollars will be added to a Members account on a periodic basis, not less than monthly.

3.5 HRP dollars may not be redeemed until they have been added to your account and confirmed by Smoke Alarm Solutions.

3.6 HRP dollars cannot be transferred to any other real estate office or entity.

3.7 It is the responsibility of the Member to regularly check to ensure the HRP dollars have been correctly added or deducted from their account.

3.8 HRP dollars have no monetary value and cannot be redeemed for cash.

3.9 No cash payment will be given for any unused HRP dollars.

### **4 Redemption of HRP dollars**

4.1 HRP dollars can be redeemed at any time only through the HRP website

4.2 HRP dollars provided are subject to availability and Smoke Alarm Solutions reserves the right to change the HRP dollars requirements at any time.

4.3 In the event of unavailability of a reward, Smoke Alarm Solutions may at its discretion, substitute the reward for an alternative reward which Smoke Alarm Solutions determines is of equal or approximately equal monetary value.

4.4 Rewards will not be available until HRP have validated the redemption request.

4.5 Redeemed HRP dollars will be deducted from the Members account at the time of request, not the actual delivery date of the rewards.

4.6 When a request for redemption has been processed the request cannot be amended, withdrawn or exchanged for another reward.

4.7 The time taken to deliver a Reward will vary and Smoke Alarm Solutions shall not be liable for any delay in delivery of a Reward.

4.8 If the Reward is a voucher or gift card, it must be used before the expiry date. Smoke Alarm Solutions accepts no responsibility for lost, stolen or expired vouchers or gift cards.

4.9 Where a Reward takes the form of travel, taxes or airline surcharges may not be included and will be the responsibility of the Member to pay for these.

4.10 Smoke Alarm Solutions is not responsible for lost or stolen Reward including during the course of delivery.

4.11 Smoke Alarm Solutions will have the final decision should any disputes over HRP dollars or reward redemptions arise.

## **5 Security**

5.1 Login ID's and passwords will be issued to Members by Smoke Alarm Solutions and HRP.

5.2 Smoke Alarm Solutions and HRP are entitled to act on instructions from a Member, or someone purporting to be a Member if the Login ID and password are correct and will not accept responsibility for any loss or damage resulting from an unauthorised login.

5.3 If a Member suspects that a third party has become aware of their login ID or password, they must change their password immediately.

## **6 Suspension, Cancellation or Variation**

6.1 Smoke Alarm Solutions may terminate a Member's ability to participate in the HRP without notice for any reason, including but not limited to the Member failing to comply with the Terms and Conditions; abusing any privilege accorded to the Member; does not HRP dollars; passes away; supplies misleading or incorrect information or makes any misrepresentations to Smoke Alarm Solutions.

6.2 A Member may terminate their participation in the Program at any time by giving written notice to Smoke Alarm Solutions.

6.3 Smoke Alarm Solutions may discontinue the Program at any time at their sole discretion without prior notice. To the extent permitted by law, Smoke Alarm Solutions Pty. Ltd. not be liable for the suspension or termination of the Program on any account whatsoever including (without limitation) for any Benefit that a Member could have received at the time of suspension or termination.

## **7 Privacy and Information Collection**

7.1 Smoke Alarm Solutions Privacy Policy can be viewed on their website.  
[www.smokealarmsolutions.com.au](http://www.smokealarmsolutions.com.au)

7.2 Members authorise Smoke Alarm Solutions to seek access to, collect and use information about them for the purpose of marketing, planning development and administration of the HRP.

## **8 Limitation of Liability**

8.1 Certain statutory warranties under consumer protection laws will be implied for your benefit. Nothing in these Terms and Conditions is intended to exclude or restrict the application of such laws but Smoke Alarm Solutions does not give any guarantee or warranties or make any representations of any kind, express or implied, with respect to an offer and/or the goods and services provided outside these laws. Subject to claims available under consumer protection laws, neither Smoke Alarm Solutions nor its related bodies corporate is liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with an Offer and/or the goods and services that are the subject of an Offer.

8.2 For claims relating to an Offer and/or the goods and services that are subject to an Offer that cannot be excluded or restricted under consumer protection laws, the liability of Smoke Alarm Solutions for such a claim will (at Sassy Rewards option and to the extent permitted by law) be limited to:

(a) In the case of goods: (i) repairing or replacing those goods or (ii) paying for the cost of having those goods repaired or replaced; and

(b) If the breach relates to services: (i) resupplying those or equivalent services; or (ii) paying the cost of having those services resupplied.

8.3 Participating businesses do not have any authority, express or implied, to make any representation, warranty or statement on our behalf and we accept no liability in respect of such representations, warranties or statements.

8.4 If any provision of the Terms and Conditions of Membership are determined to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of the Terms and Conditions of Membership shall remain in full force and effect.

## **9 Indemnity**

9.1 You agree to indemnify and keep indemnified, Smoke Alarm Solutions, its parent entities, subsidiaries, affiliates, officers, directors and employees, from and against all loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred Smoke Alarm Solutions arising from any claim, demand, suit, action or proceeding by any person against Smoke Alarm Solutions where such loss or liability arose out of, in connection with, or in respect of your use of the Site, your Membership of the Sassy Rewards program and your conduct including but not limited to breaching any warranty or provision contained in these Terms and Conditions of Membership.

## **10 Third Party**

10.1 We may include hyperlinks on the Site to other websites or resources operated by parties other than Smoke Alarm Solutions, including advertisers and merchant partners. We have not reviewed all of the sites linked to the Site and is not responsible for the content or accuracy of any off-site pages, nor are we responsible for the availability of such external websites or resources, and do not endorse and not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external website or resources.

## **11 General**

11.1 Any tax, liability or duty arising from a Member's participation in the HRP program is the responsibility of the Member. Any reporting or disclosure requirements that may be required under any Government regulation or legislation by the Member or the Member's employer is the responsibility of the Member and their employer.

11.2 These Terms and Conditions of Membership are governed by the laws of Queensland, Australia. You irrevocably submit to the exclusive jurisdiction to the courts of Queensland, Australia.

11.3 The Smoke Alarm Solutions Privacy Policy is incorporated into these Terms and Conditions of Membership.

11.4 If you become dissatisfied with the Terms and Conditions of Membership or any modifications thereof, or with the Site, your only recourse is to discontinue use of the Site and terminate your membership of the Sassy Rewards program. Upon termination, your right to use the Site and your membership cease immediately and you will not be compensated for any forgone Smoke Alarm Solutions points in your account at the time of termination.

11.5 In the event of a dispute of any kind regarding the Program or these terms and conditions, Smoke Alarm Solutions will be the sole and final arbitrator. Its decision will be final and no correspondence will be entered into.