

BRAS N THINGS REWARDS CARDHOLDER TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions form the basis of the Bras N Things Rewards Programme ("Programme") and govern the use of the Bras N Things Rewards card by customers who have applied for and been issued with a Bras N Things Rewards Card ("Cardholders"). Information on how to enter and prizes, the Enrolment Form and General Terms and Conditions for Participation, and any terms and conditions printed on the Reward Vouchers and Instant Prize Vouchers, form part of these terms and conditions. Any person with questions about the Programme should call the Bras N Things Rewards Programme Customer Centre on 1800 092 976.

1. CARDHOLDERS

1.1 Bras N Things customers who wish to apply for a Bras N Things Rewards Card, must conduct a either a qualifying purchase of \$75 and over using Approved Payment Means, or pay the one off \$5 enrolment fee, then complete and sign the Enrolment Form and hand it to a Participating Store, and in doing so they agree to be bound by these terms and conditions. Only individuals may be Cardholders, and may hold only one Bras N Things Rewards Card at any one time. Enrolment Forms submitted for a Bras N Things Rewards Card to be registered under the names of two or more individuals or by corporations or by Bras N Things employees and their immediate families, or Bras N Things agents and contractors will not be accepted. A Cardholder must notify Bras N Things immediately of any change in the Cardholder's address or phone number(s) as supplied on the Enrolment Form.

1.2 Bras N Things may reject or refuse any Enrolment Form at its discretion.

1.3 Bras N Things may cancel any Bras N Things Rewards Card at any time without notice and for any reason, including (without limitation) if the Cardholder: fails to comply with these terms and conditions; supplies any misleading information or makes misrepresentations to Bras N Things, any Participating Store, or any Rewards Provider; dies or becomes bankrupt; fails to comply with the terms on which any Reward or Instant Prize is offered; or abuses any privilege accorded to a Cardholder.

1.4 A Cardholder may terminate or cancel the Bras N Things Rewards Card at any time by returning the Bras N Things Rewards Card to any Participating Store.

2. THE BRAS N THINGS REWARDS CARD

2.1 The Bras N Things Rewards Card is and remains the property of Bras N Things, and cannot be transferred or assigned by a Cardholder. If a Bras N Things Rewards Card is lost or stolen, the Cardholder may apply for a new Bras N Things Rewards Card by completing an Enrolment Form or appropriate form as nominated by Bras N Things. This form will be forwarded to the Bras N Things Programme Customer Centre for processing of the new card. Bras N Things Rewards Points credited to the lost or stolen Bras N Things Rewards Card will be transferred to the Cardholder's new Bras N Things Rewards Card as displayed on the Bras N Things database, provided the person requesting the new Bras N Things Rewards Card can be identified as the original Cardholder.

2.2 A Cardholder may obtain a replacement Bras N Things Rewards Card for a damaged Bras N Things Rewards Card by returning the damaged Bras N Things Rewards Card to the Bras N Things Rewards Programme Customer Centre or to any Participating Store and requesting a replacement. Where possible, any Bras N Things Rewards Points recorded on the damaged Bras N Things Rewards Card will be transferred to the replacement Bras N Things Rewards Card. The replacement Bras N Things Rewards Card will be sent to the Cardholder at the address noted in the Cardholder's Account.

2.3 Bras N Things may charge the Cardholder a reasonable fee for any replacement Bras N Things Rewards Card issued to a Cardholder to cover administration and handling.

2.4 If a Bras N Things Rewards Card is not used to accumulate Bras N Things Rewards Points for a period of one year, the Bras N Things Rewards Points credited to the Bras N Things Rewards Card will expire and be cancelled.

3. EARNING BRAS N THINGS REWARDS POINTS

3.1 A Cardholder will earn one (1) point ("Bras N Things Rewards Point") for every \$1 spent at Participating Stores on Qualifying Purchases of \$5 and over. Points can not be earned from any of the online purchases through the brands website. Purchases will be rounded to the nearest full \$1 spent. All purchases must be made using Approved Payment

Means. To obtain Bras N Things Rewards Points, the Cardholder must present the Bras N Things Rewards Card at time of purchase. Bras N Things Rewards Points cannot be added later. Only one Bras N Things Rewards transaction per purchase is allowed. Bras N Things Rewards Points will be recorded on the Bras N Things Rewards Card and into a Cardholder's account ("Cardholders Account") held by Bras N Things.

3.2 Qualifying Purchases will be those purchases that Bras N Things in its sole discretion from time to time nominates as Qualifying Purchases.

3.4 Purchases at Bras N Things online businesses will not be eligible for Bras N Things Rewards Points at this time. See conditions on www.brasnthingsrewards.com for any changes to this.

3.5 Approved Payment Means are those methods of payment approved by Bras N Things in its sole discretion from time to time and includes cash, credit cards, where accepted EFTPOS payments and Gift Vouchers (being purchased), but does not include the use of Reward Vouchers and Gift vouchers (being redeemed).

3.7 Bras N Things Rewards Points have no cash or monetary value and cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

3.8 Bras N Things is not responsible for any technical or other error or failure which results in Bras N Things Rewards Points not being recorded on a Bras N Things Rewards Card.

3.9 The face of the Bras N Things Rewards Card will display the Bras N Things Rewards Points earned for the last Qualifying Purchase made (which will be shown on the face of the Bras N Things Rewards Card as "points this visit".) It is the Cardholder's responsibility to ensure the Bras N Things Rewards Points displayed on the face of the Bras N Things Rewards Card are correct. If there is a discrepancy between the *points this visit* and the number of Bras N Things Rewards Points recorded on the Bras N Things Rewards Card's magnetic stripe and in the Cardholder's Account, the Bras N Things Rewards Points as recorded on the Bras N Things Rewards Card's magnetic stripe and in the Cardholder's Account shall prevail.

3.10 Upon reaching the Reward Level, the Bras N Things Rewards Card will record Total Bras N Things Rewards Points as 0 and the Cardholder may recommence earning Bras N Things Rewards Points.

3.11 Bras N Things may deduct Bras N Things Rewards Points from a Bras N Things Rewards Card and Cardholder's Account where the Bras N Things Rewards Points have been recorded in error.

4. RECEIVING A REWARD VOUCHER BASED ON BRAS N THINGS REWARDS POINTS

4.1 A Cardholder who has accumulated sufficient Bras N Things Rewards Points to reach the recurring Reward Level will, on presentation of the Bras N Things Rewards Card to a Participating Store, to receive a Reward Voucher for the Reward. This excludes all online stores.

4.2 The recurring Reward Level and corresponding Reward Voucher are:

Reward Level: Every 100 Bras N Things Rewards Points

Reward: \$5.00 Reward Voucher. Only ONE (1) reward voucher can be redeemed on a purchase of \$20 or more per transaction at any Participating Store.

4.3 A Cardholder cannot combine the Bras N Things Rewards Points from more than one Bras N Things Rewards Card in order to receive a Reward Voucher. Once a Reward Voucher has been printed the request cannot be cancelled nor can the Reward Voucher be exchanged.

4.4 Any Participating Store shall be entitled to assume, on presentation of a Bras N Things Rewards Card, that the presenter is either the Cardholder, or has the permission of the Cardholder, and is entitled to request and receive the Reward Voucher for the Reward.

4.5 Reward Vouchers have no cash or monetary value and can not be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

4.6 If a refund of a purchase made wholly or in part with a Reward Voucher/s is made (in line with Bras N Things store refund policy), then that part of the purchase made with Reward Voucher/s will be refunded in the form of a Gift Voucher/s.

5. REWARDS

5.1 The Reward redeemable for a Reward Voucher is a discount in the price to be paid by the Cardholder when purchasing a Qualifying Purchase at a Participating Store, in the amount shown on the face of the Reward Voucher. The

Reward Voucher may be redeemed for the Reward at any time prior to the expiry date shown on the Reward Voucher.

5.2 Bras N Things may, at any time and in its sole discretion, and without prior notice to Cardholders, withdraw, limit, modify, cancel or increase the continued availability of a Reward or the number of Bras N Things Rewards Points required to obtain a Reward Voucher for a particular Reward.

6. INSTANT PRIZES

6.1 Bras N Things has entered into arrangements with Reward Providers for the provision of Instant Prizes.

6.2 A Bras N Things customer who makes a qualifying purchase of \$5 and over and presents their Bras N Things Rewards Card at a Participating Store will instantly be entered into a random computer selection that determines the winners of instant prizes.

6.3 If on use of the Bras N Things Rewards Card, an Instant Prize is won, the Bras N Things Rewards Card will be imprinted with the details of the prize won. The Cardholder will also be issued with an Instant Prize Voucher which may be redeemed for an Instant Prize. Instant Prize Vouchers and the claiming of Instant Prizes are subject to any terms and conditions printed on the Instant Prize Voucher including where and how the Cardholder may redeem the Instant Prize Voucher for the Instant Prize.

6.4 Conditions relating to instant prizes and details of the current prizes to be awarded are available from Participating Stores.

6.5 Instant Prize Vouchers have no cash or monetary value and cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

6.6 Instant prizes are subject to availability at the participating stores or partners nominated for redemption.

6.7 Bras N Things reserves the right to substitute prizes with prizes of equal or greater value.

7. CLAIMING A REWARD OR INSTANT PRIZE

7.1 A Reward Voucher or Instant Prize Voucher must be redeemed by the Cardholder for the Reward or Instant Prize before the expiry date of the Reward Voucher or Instant Prize Voucher.

7.2 Any Reward Provider is entitled to assume, on presentation of a Reward Voucher or Instant Prize Voucher, that the presenter is either the Cardholder, or has the permission of the Cardholder, and is entitled to request and receive the Reward or Instant Prize. The Reward Provider may carry out any verification process as it thinks fit before providing a Reward or Instant Prize to the bearer of a Reward Voucher or Instant Prize Voucher, including without limitation, requesting some form of identification from the bearer.

7.3 The provision of any Reward or Instant Prize is subject to the terms and conditions outlined by Bras N Things or as may be printed on the Reward Voucher or Instant Prize Voucher. An expired, illegible, altered or damaged Reward Voucher or Instant Prize Voucher, or a Reward Voucher or Instant Prize Voucher that is not printed on Bras N Things watermark thermal paper, can not be redeemed for a Reward or Instant Prize as the case may be.

7.4 Neither Bras N Things nor any Reward Provider is responsible for any lost or stolen Reward, Reward Voucher, Instant Prize Voucher or Instant Prize and neither Bras N Things nor the Reward Provider will be required to provide the Reward or the Instant Prize in such instances. Rewards and Instant Prizes may not be returned nor exchanged. Rewards and Instant Prizes are non-transferable by the Cardholder.

8. VARIATION OR CHANGE OF TERMS AND CONDITIONS

8.1 Bras N Things reserves the right to vary the terms and conditions, or suspend or terminate the Programme at any time without prior notice.

8.2 Without limiting clause 8.1, Bras N Things may at any time in its absolute discretion and without notice, cancel Bras N Things Rewards Points, introduce an expiry date for use of Bras N Things Rewards Points credited to a Bras N Things Rewards Card, or make any other change which has the effect of changing Bras N Things Rewards Points credited to or may be credited to a Bras N Things Card.

8.3 Without limiting clause 8.1, Bras N Things may at any time in its absolute discretion and without notice modify or otherwise change which goods or services are Qualifying Purchases, the number of Bras N Things Rewards Points that will be recorded on a Bras N Things Rewards Card and into a Cardholder's Account for purchases of Qualifying Purchases, what payment means are Approved Payment Means for earning Bras N Things Rewards Points, Bras N Things stores will be Participating Stores, and which companies and businesses will be Reward Providers.

BRAS N THINGS REWARDS CARDHOLDER TERMS AND CONDITIONS

8.4 Should Bras N Things terminate the Programme, any Bras N Things Rewards Points remaining on any Bras N Things Rewards Card will be deemed cancelled and will not be able to be redeemed, and Bras N Things shall have no liability to any Cardholder for such Bras N Things Rewards Points.

8.5 Bras N Things will endeavour to advise Cardholders of information about the Programme (such as any changes of the kind listed above), but Bras N Things will not be liable for any failure to do so.

9. NOTICE

9.1 Any notice to a Cardholder will be posted or emailed to the Cardholder at the details appearing in Bras N Things records. In the event that the customer has not advised Bras N Things of any changes of these details, Bras N Things takes no responsibility of failing to notify the customer. Notices to Bras N Things shall be posted to Bras N Things Customer Centre, PO Box 6450, Alexandria, NSW 2015.

10. LIMITATION OF LIABILITY

10.1 All conditions and warranties whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Programme are expressly excluded to the full extent permitted by law. Any liability Bras N Things may have to a Cardholder in respect of such goods or services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again.

10.2 Bras N Things is not liable for: any delay in issuing or replacing a Bras N Things Rewards Card; any use of a Bras N Things Rewards Card by a person other than the Cardholder and any benefits derived from the use of the Bras N Things Rewards Card by that other person (such as the receipt of a Reward or Instant Prize); any failure of a Cardholder to offer the Bras N Things Rewards Card at the time of making an Approved Purchase; any delay, failure or inability to accurately record the details of any transaction or credit Bras N Things Rewards Points to a Bras N Things Rewards Card; any loss or theft of or damage to a Bras N Things Rewards Card, a Reward Voucher, a Reward, an Instant Prize Voucher or Instant Prize; any death, injury or loss (including consequential loss) arising from the supply of a Reward Voucher, Reward, Instant Prize Voucher or Instant Prize or from the loss, theft or destruction of a Reward Voucher, Reward, Instant Prize Voucher or Instant Prize; any Reward or Instant Prize not being made available or supplied for any reason; any correspondence between Bras N Things and the Cardholder lost or delayed in the mail; the suspension or termination of the Programme; any disruption to the Programme or any delay or inability to provide any Reward Voucher, Reward, Instant Prize Voucher or Instant Prize caused by circumstances beyond the control of Bras N Things.

10.3 The benefit of any exclusion or limitation of liability in these terms and conditions also applies to any Reward Provider. Reward Providers do not have any authority, express or implied, to make any representation, warranty or statement on behalf of Bras N Things and Bras N Things accepts no liability in respect of such representations, warranties or statements.

11. PRIVACY POLICY

11.1 Bras N Things respects your rights to privacy under the Privacy Act 1993 and is required to comply with the national privacy principles in respect of the collection of personal information from individuals.

11.2 The personal information collected under the Bras N Things Rewards Program includes your name, address, contact telephone numbers and email address which is required to enable us to properly conduct the Bras N Things Rewards Program including the award of prizes and rewards. It is optional for you to provide us with any additional personal information contained in the enrolment form. You will be eligible to automatically receive related direct marketing material either by post or email. If you indicate on the application form, or at any time thereafter, that you do not wish to receive this, it will not be sent to you.

11.3 Your personal information is important to us and we treat it with great care. Information collected, including your personal information and transaction details, will be shared by all entities within Bras N Things, including any new entities operated by Bras N Things from time to time. We use this information for the purpose of forwarding to you newsletters, updates and various product offers from time to time from Bras N Things Reward Providers and other Bras N Things businesses. Your information is held by our technology

partner Visible Results for the purpose of operating and analysing the Bras N Things Rewards Programme. A full privacy document is available on www.brasnthingsrewards.com.au/privacy

11.4 Bras N Things adhere to strict internal privacy code to ensure that privacy is adhered to. You may request access to the personal information we hold about you at any time and you may request us to amend your personal records if you believe the information is incorrect.

For all privacy enquiries please contact:
Bras N Things Rewards Program Manager
Bras N Things
36-48 Ashford Avenue Milperra NSW 2214
Tel: +61 (2) 9774 8000
Fax: +61 (2) 9774 8061

12. RESOLUTION OF DISPUTES

12.1 Any question or dispute regarding the Programme or which arises in connection with a Cardholder's participation in the Programme, will be resolved by Bras N Things in its sole discretion.

13. GENERAL

13.1 In these terms and conditions:
"Bras N Things" means Bras N Things ACN 006 175 033 or its authorised representatives.

"Participating Stores" means those Bras N Things stores from time to time participating in the Programme in Australia.

"Reward Providers" means those businesses or companies, including Participating Stores, participating in the Programme as a provider of Rewards or Instant Prizes;

13.3 The promoter is Bras N Things ACN 006 175 033 of 36-48 Ashford Avenue Milperra NSW 2214. Permit Numbers will be issued for each promotion where necessary.

FREQUENTLY ASKED QUESTIONS

HOW DO I ENROL?

You enrol in the Bras N Things Rewards Programme by paying the \$5 enrolment fee, completing the Enrolment Form or conducting a Qualifying Purchase of \$75 and over using Approved Payment Means. The Enrolment Form is available from Participating Stores.

When you have completed the Enrolment Form and signed it, take it into your nearest Participating Store for processing.

When you have paid your \$5 enrolment fee or completed your Qualifying Purchase of \$75 and over, you will receive your Bras N Things Rewards Card there and then and you can start using it immediately!

Note that only individuals can be Cardholders and can only hold one Bras N Things Rewards Card at a time. This means no companies and no more than one Bras N Things Rewards Card per person.

WHAT ARE INSTANT PRIZES AND REWARDS

The Programme has two distinct parts:

Instant Prizes: As the name suggests, when you use your Bras N Things Rewards Card with Qualifying Purchases of \$5 and over you have a chance to win an Instant Prize. Details of the current prizes to be awarded are available from Participating Stores.

Rewards: Once you have accrued enough Bras N Things Rewards Points to reach a certain Reward Level you will receive a Reward Voucher which will entitle you to a particular Reward. There is one Reward Level, requiring a level of "saved points" to receive your Reward Voucher. Your Bras N Things Rewards Points must be redeemed at a Participating Store. The Reward Voucher itself is what entitles you to the Reward. If you lose your Reward Voucher this cannot be replaced.

Note that you must present your Bras N Things Rewards Card at the time of making your purchase to be able to accrue Bras N Things Rewards Points and have a chance to win an Instant Prize.

WHERE CAN I REDEEM MY BRAS N THINGS REWARDS POINTS?

When you wish to redeem your Reward, you must visit a Participating Store and indicate to the cashier that you have a Reward Voucher. You must give your Reward Voucher to the cashier for processing. The cashier will process your purchase.

HOW MANY BRAS N THINGS REWARDS POINTS DO I GET PER PURCHASE?

For every \$1 (one) dollar you spend you will earn (1) one Bras N Things Rewards Point. You must spend a minimum of \$5 (five dollars) to be able to use your Bras N Things

Rewards Card. For example if you spend \$20 (twenty dollars) you will receive 20 Bras N Things Rewards points.

Points allocation will be rounded as follows: 0-49 cents will round down to the nearest dollar, 50 - 99 cents will be rounded up to the nearest dollar.

HOW MANY BRAS N THINGS REWARDS POINTS DO I NEED FOR A REWARD?

There is one recurring Reward Level of 100 Bras N Things Rewards Points. Each time you reach the Reward Level you will receive a Reward Voucher which can be redeemed at your next purchase of \$20 or more. You may redeem one (1) \$5 Reward Voucher per transaction of \$20 or more. Purchases, or the portion of a purchase made with the Reward Voucher does not earn Bras N Things Rewards Points.

ENROLLING, EARNING POINTS AND REDEEMING POINTS

It's really simple, you enrol, earn Bras N Things Rewards Points and then redeem Reward Vouchers through Participating Stores.

WHAT HAPPENS IF I LOSE MY INSTANT PRIZE VOUCHER OR REWARD VOUCHER?

Instant Prize Vouchers and Reward Vouchers are your claim to the Instant Prize or Reward printed on them. You need an Instant Prize Voucher to exchange for your Instant Prize or a Reward Voucher to exchange for your Reward. Your Bras N Things Rewards Card is not the vehicle to claim your Instant Prize or Reward. The Instant Prize Vouchers and Reward Vouchers are your Instant Prize or Reward currency. Unfortunately, like cash, if you lose them they cannot be replaced.

LOST AND STOLEN BRAS N THINGS REWARDS CARD, HOW CAN I GET A NEW ONE?

If you lose your Bras N Things Rewards Card (or it is stolen), you can re-enrol for a new Bras N Things Rewards Card at a Participating Store. Alternatively, you may apply for a replacement card via the Bras N Things Rewards Customer Centre. Provided correct identification can be made, your points will be included on the replacement card (as shown on the Bras N Things Rewards Database).

I'VE DAMAGED MY BRAS N THINGS REWARDS CARD, WHAT DO I DO?

If you have damaged your Bras N Things Rewards Card or cannot read the face take it into a Participating Store. They will send your Bras N Things Rewards Card away to the Bras N Things Rewards Programme Customer Centre where the data will be transferred onto a new Bras N Things Rewards Card (including any Bras N Things Rewards Points credited to the damaged Bras N Things Rewards Card) and then sent back to you by mail. Please make sure your address details are up to date so we can return the replaced Bras N Things Rewards Card to you.

WHAT ARE QUALIFYING PURCHASES?

The following purchases are not Qualifying Purchases and the purchase of such will not entitle you to receive Bras N Things Rewards Points: Bras N Things Gift Vouchers (being redeemed), Reward Vouchers and Instant Prize Vouchers. Getting "cash out" is also not an eligible purchase for accruing points on your Bras N Things Rewards Card.

WHAT METHODS OF PAYMENT ALLOW ME TO USE MY BRAS N THINGS REWARDS CARD?

When you use cash, credit cards, cheques, Gift Vouchers (being purchased) or where accepted EFTPOS payments to pay for your purchase you are able to use your Bras N Things Rewards Card to accrue Bras N Things Rewards Points.

The following methods of payments are not approved means to qualify you to use your Bras N Things Rewards Card: Gift Vouchers (being redeemed).

I AM AN ONLINE CUSTOMER. CAN I PARTICIPATE?

Not yet. Bras N Things online business will soon have the Bras N Things Rewards program that you can receive similar benefits. Keep watching www.brasnthingsrewards.com.au for details.

I HAVE CHANGED ADDRESS, WHO DO I NOTIFY?

It is important that your address details are right up-to-date so we can notify you if you win a major prize. When your address details change please contact the Bras N Things Rewards Programme Customer Centre on 1800 092 976 or your nearest Participating Store and advise them of the details.