



Membership Terms and Conditions

1. Program Overview

YourHotel is a mobile application ('YourHotel App') and membership program ('YourHotel Program') which is operated by Smart Tablet Pty. Ltd (ABN 21 643 262 186) ("Smart Tablet").

By downloading the YourHotel App and registering for and participating in the YourHotel Program, you agree that you have read and understood these Terms and Conditions and are bound by them.

You consent to Smart Tablet collecting, using and the disclosure of your personal information in accordance with the separate YourHotel Privacy Policy.

All information, products, offers and promotions, as well as the partners who provide offers on through the YourHotel App, are subject to availability. YourHotel takes no responsibility for any products, services, or promotions that are, sold out or temporarily unavailable, or otherwise made available through other channels and third parties.

These Terms and Conditions are governed by and will be construed in accordance with the laws of Australia.

2. Defined Terms

Activation Date: The commencement date for a YourHotel membership, after an Activation Email has been verified.

Activation Email: A email sent to the email account nominated by a user when registering their details after downloading the YourHotel App. The email address must be verified to activate and commence the Membership.

YourHotel Program: The membership program which is operated by Smart Tablet and provides Information and Offers to its members.

Information: information about the hotel a guest is staying in, a business, event, activity or other subject matter, other than Offers.

Member, Members or Membership: A person who holds a current and active YourHotel membership.

Participating Merchants: A partner merchant that participates in the YourHotel Program and honours the associated Offers.

Offer: Those features of the Program that provide members with access to offers on dining, travel, shopping and other categories. Offers may change from time to time without notice.

360 Pass: The YourHotel loyalty program.

3. Joining YourHotel

Users can join the YourHotel Program by downloading the App and registering their details to become a Member.

Members must provide a valid email address and mobile number and create a unique password when joining YourHotel, which will be used to log into the YourHotel App.

Members are responsible for maintaining the secrecy of their password and can change it at any time. YourHotel takes no responsibility for any loss arising from unauthorised use of a Member's password or a Member's failure to comply with these provisions.

Members can view the full range of YourHotel Information and Offers on the YourHotel App after they become a Member. Information and Offers are subject to change from time to time.

4. Participation in the Program

Offers can be accessed via the YourHotel App and redeemed at Participating Merchants. YourHotel Offers are not transferable, not redeemable for cash and are non-refundable.

YourHotel Memberships are not subject to any fixed term and continue until a Member terminates their Membership.

Membership can be revoked by YourHotel at any time, in its sole discretion and without compensation, for any reason including but not limited to: (a) abuse or breach of any of the Terms and Conditions of the YourHotel Program, (b) any actions deemed by Smart Tablet to be contrary to operation of the YourHotel Program or the interests of its Members, partners or Merchants, or (c) in the case of fraud or misuse.

Smart Tablet assumes no liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage, accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to the YourHotel App and the YourHotel Program, or by reason of the termination of or amendment to the YourHotel Program in whole or in part, including without limitation: (a) the value or availability of Information and Offers, (b) the addition or deletion of Information and Offers, (c) participation in activities that are involved in or connected to Information or Offers, (d) the actions of Participating Merchants or (e) changes to features and other aspects of the YourHotel App, all with or without notice.

Neither Smart Tablet nor its respective officers, agents, employees and related bodies corporate shall be responsible for any failure of the YourHotel App or for any problems or technical malfunction of a telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail, online or Internet entry, technical problems, traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any computer or property related to or resulting from participating in or downloading any material relating to the YourHotel Program.

Smart Tablet reserves the right, at its sole discretion, to cancel or suspend the YourHotel Program should a virus, bug or any other cause beyond the reasonable control of Smart Tablet corrupt the security or proper administration of the YourHotel Program.

Any attempt to deliberately damage the YourHotel App, or the website of any Merchant, or to undermine the legitimate operation of the YourHotel Program is a violation of

criminal and civil laws and should such an attempt be made, Smart Tablet reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

7. Marketing, Promotions and Personal Information

By enrolling in the YourHotel Program, Members will be automatically enrolled into and consent to, receiving marketing communications.

It is the responsibility of the member to set their own communication preferences by logging into their account via the YourHotel App and selecting what they wish to receive and not receive or by selecting to opt-out of receiving email communications by selecting unsubscribe on the email footers. Members are responsible for keeping the information in their account up to date including but not limited to their name, e-mail address, mobile phone number and date of birth.

8. Membership Offers

Offers are only available at Participating Merchants and vary between region. Offers are for personal use only, and cannot be assigned, traded or otherwise transferred in accordance with the Terms and Conditions of the YourHotel Program. Any assignment or transfer in violation of these rules will be void, and may, at the sole discretion of Smart Tablet, result in the loss of Membership.

9. Competitions

Smart Tablet may also from time to time make available to Members promotions and competitions (collectively, "Competitions"). Where applicable, Members may enter Competitions by meeting the entry criteria specified on each Competition. We may publish names of winners of Competition prizes.

Each Competition will be subject to any individual terms and conditions specified on the YourHotel App. However, some of the standard terms and conditions are as follows:

- Awards and prizes must be taken intact as offered and are not transferable, exchangeable or redeemable for cash;
- If a person otherwise entitled to an award or prize is under the age 18, we reserve the right to instead give the award or prize to that person's parent or guardian;
- If an award or prize is unavailable for any reason, we reserve the right to substitute an award or prize of equal or greater value;

Smart Tablet's decision on all matters relating to a Competition will be final and not subject to challenge or review. Offers may not be redeemed in conjunction with any other promotional offers including, but not limited to, promotional discounted ticket offers.

Neither Smart Tablet nor our officers, agents, employees and related bodies corporate make any representation or warranty as to the quality, suitability or merchantability of any goods or services offered or given as awards or prizes.

10. Privacy

Smart Tablet and its respective officers, agents, employees and related bodies corporate (collectively, "we" or "our") are committed to protecting your privacy. We collect your personal information for the following purposes:

- set up and administer the YourHotel Program including ongoing management of Accounts, and to accurately record 360 Pass transactions and benefits.
- process and issue Offers.

- allow Members to participate in promotions and competitions.
- communicate with Members, to deliver details of Information and Offers via the YourHotel App, email, e-newsletters, surveys and SMS communications.
- understand Member needs and preferences, and to provide Members with products and services that meet their needs or interests.
- recommend our products and services, or the products and services of third parties we select that may be of interest to Members.
- provide Members with special offers and rewards from Smart Tablet and our sponsors and reward partners.
- facilitate or enable any corporate or commercial transaction involving Smart Tablet.

Smart Tablet will obtain consent before using personal information for a purpose that has not been specified, unless the new purpose is required by law.

Also please see the YourHotel Privacy Policy on the YourHotel App or YourHotel website for further details.

Smart Tablet may share aggregated and anonymised Member data with third parties so long as that aggregated and anonymised Member data cannot be reasonably traced back to an individual. Member information is considered a Smart Tablet' asset.

11. Termination, Changes and Breach

Smart Tablet may change these Terms and Conditions, any aspect of the YourHotel Program including redemption procedures or any Offers in any respect, all without notice.

12. General

These Terms and Conditions constitute the entire agreement between you and Smart Tablet regarding your participation in the YourHotel Program, use of the YourHotel App and your entitlement to redeem Offers of the YourHotel Program, and supersede all previous versions.

Except as expressly contained in these Terms and Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise.

When you deal with Smart Tablet or its respective officers, agents, employees and related bodies corporate through the YourHotel App or over the Internet, you consent to the formation of contractual relations through electronic communications.

Smart Tablet has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the YourHotel Program.

13. Changes to these Terms and Conditions

Smart Tablet reserve the right to change, suspend or terminate these Terms and Conditions at any time. Where Smart Tablet changes these Terms and Conditions, or any Offers under the YourHotel Program, an updated copy of these Terms and Conditions will be available on the YourHotel App and YourHotel website. Members should regularly check for updates to the Terms and Conditions.